General Terms and Conditions of the Customer's Contract

1.0. Definitions

1.1. In these Terms and Conditions:

Access Services means the provision of services to access the public communications infrastructure.

Account means all the Services that the Customer uses from the Company.

Calls means any telephone or communication link or call;

Company, Us, We or **Supplier** means South West Communications Group Ltd of Communications House, Moor Lane, Sowton, Exeter, EX2 7JF.

Conditions means the standard terms and conditions of sale set out in this document and (unless the context requires) includes any special terms and conditions agreed in writing between the Customer and the Company and set out in any agreed Order.

Contract means the agreement for the purchase, provisions and/or sale of Equipment and Services.

Customer, You means the entity whose Order is accepted by the Company in accordance with these Conditions.

Director means a person registered at Companies House as a Director of the Company.

Documentation is the user manual, or any other document issued by the Company to the Customer.

Equipment or **Service** means the provision of equipment and/or services identified in the Order.

Order is the order agreed between the parties in respect of the provision of Equipment and Services.

Intellectual Property or IPR means any intellectual property including without limit any copyright, design rights, registered and unregistered trademarks, topography rights, patents, database rights, domain name rights together with any applications to register the same anywhere in the world.

Network Suppliers or **Network Operator** means other organisations that supply underlying public communication infrastructure services that allow the Company to provide Services to the Customer.

Writing means the written letter and e-mail. The Customer consents to general communications concerning contractual compliance being communicated in writing that includes e-mail.

Product Group is a grouping of services that are the same or technically similar to each other. Lines and minutes Network Services are defined as a single Product Group. Product grouping allows the provision of a common contractual duration for the Product Group defined in accordance with Contract and Duration paragraph below.

SWT Finance Ltd – means the separate entity SWT Finance Ltd that has its own separate terms and conditions and trades as a separate entity to South West Communications Group Ltd. Any such contract in the name of SWT Finance Ltd is totally separate to contracts with South West Communications Group Ltd. These General Terms and Conditions of the Customer's Contract are totally separate and are different on a stand alone basis to those of South West Communications Group Ltd.

1.2. Price does not include VAT which shall be paid in addition to the Price at the then prevailing rates.

1.3 In the event of conflict between these General Terms and Conditions and any specific equipment and/or service terms and conditions supplied by the Company then the specific equipment and/or service terms and conditions shall prevail but only to the extent of the conflict.

1.4 Any quotation given by the Company does not constitute an offer and the Company reserves the right to withdraw or revise the same at any time prior to acceptance or delivery of the Customer's order. This includes but is not limited to price changes caused by exchange rate fluctuations, supplier and Network Supplier price changes and circumstances revealed on site during preparations for works.

2.0. Contract and Duration

2.1. The term is as set out in the relevant Order or in the absence of such term an **initial term of 5-years** ("**Initial Term**") and will continue yearly thereafter until terminated by either party on giving no less than forty-two days written notice delivered by registered post. Such notice to terminate at the end of the Initial Term or at the end of any following year but not otherwise. Notwithstanding the previous sentence, the Company shall be entitled to terminate this Contract if the Customer has committed any breach of this Contract and has not remedied such breach with 14-days notice to that effect from the Company.

In the event of an agreement being re-signed or extended, or for any additional changes, or extras or add on services, then this shall vary the charges and will extend the Initial Term for all the Services in the Product Group being charged in line with the Initial Term of the most recent agreement or a previous agreement for the same, whichever is the longer. The Company is unable to provide separate or mixed termination dates for Product Grouped services. For the avoidance of doubt this shall apply to agreements detailing lines and minutes separately as a single Product Group.

2.2 If the Customer purports to terminate the Contract during the Initial Term or subsequent yearly renewal the charges shall nevertheless continue to be payable as if the Contract had continued up until the end of the Initial Term or yearly thereafter. This charge can be aggregated with payment due in full on presentation of an invoice to the Customer. It is intended that the charges applicable to this agreement shall be fixed for the Initial Term. However, the Customer acknowledges and accepts that where prices are increased to the Company by its Network Suppliers, then in turn the Company will increase charges to the Customer by a similarly proportional amount. The Customer will agree to pay these varied charges until the end of this Contract and subject to a written notification by the Company of these changes.

2.2.1 Where a Customer has provided notice to terminate an agreement on a specific date that complies with the notice requirement in these general terms and conditions, but there is an overrun past this date for the provision of services by the Company that the Customer is able to utilise (thus ensuring the Customer does not have services interrupted during any interim transition to a new communications provider) then the Customer shall continue to be liable and pay for those services until fully transferred in accordance with applicable tariff at the time.

2.3. This Contract may be assigned by the Company but not by the Customer.

2.4. Without prejudice to clause 2.2, the Company reserves the right to modify the Conditions set out in the Contract at anytime after the expiry of the Initial Term. All renewals will be made under the Company's Contract Conditions prevailing at the time of renewal. Charges may increase at the beginning of each renewal.

2.5. Any typographical error, clerical or other error or omission in any sales literature, quotation, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2.6. The Contract shall be deemed to have been made only when the Company issues a written acceptance of an Order submitted by the Customer or upon commencement by the Company of the Equipment and Services. The details of which forms the subject of each Contract shall be that specified in the acceptance of the order which shall be conclusive as to what was ordered.

2.7. The Customer shall be responsible to the Company for ensuring the accuracy of terms of any Order submitted by it to the Company and for giving the Company any information requested by the Company relating to the Service within sufficient time to enable the Company to perform the Contract in accordance with the Conditions. The Company shall not be liable for any delay or failure to comply with its obligations hereunder where the same arose as a consequence of the acts or omissions of the Customer or any person acting for and/or on behalf of the Customer.

2.8. Insolvency of Customer. This clause applies if:

2.8.1. the Customer makes any voluntary arrangement with it's creditors (or being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

2.8.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

2.8.3. the Customer ceases, or threatens to cease, to carry on business; or

2.8.4. the Company has reason to believe that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer according.

2.8.5. if this condition applied then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability of the Company to the Customer, and if the Equipment has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

2.9. Time for payment is of the essence for this Contract. If Contracts are not paid within 7-days after the due date then without prejudice to the Company's rights and remedies, the Customer shall pay interest on such sum on a day to day basis. This will include after any judgement from the date of last payment to the date of actual payment (both days inclusive) at a rate of 4% above the base rate of Lloyds TSB plc from time to time in force compounded quarterly. Such interest shall be paid on demand.

2.10 For the avoidance of doubt and without prejudice to the rights set out in clause 2.9, if any payment has not been received by the due date, the Company shall be entitled to:

2.10.1 suspend (in whole or part at its absolute discretion) the provision of the Equipment and/or Services. Service will be reinstated when the overdue payment is received (along with any reconnection charge); and/or

2.10.2 appropriate any payment made by the Customer to such items as the Equipment (or the Equipment supplied under any other contract between the Company and the Customer) as the Company may think fit; and/or

2.11. Furthermore the Company shall be entitled to retain any deposit should the Customer seek to cancel the Contract or fail to complete the purchase of the Equipment otherwise than pursuant to its rights hereunder.

2.12. All prices are ex-works.

2.13 Without prejudice to their respective rights under this Contract, the Company and the Customer shall have the right to terminate this Contract forthwith by notice in writing in the event that the other party is in default in its performance or observance of any of its material obligations under this Contract, and, in the case of remediable breach, fails to remedy the breach within a reasonable time specified by the non-defaulting party in its written notice to do so.

2.14 Without prejudice to its other rights (including but limited to the continued liability of the Customer to the Company for the Initial Term and subsequent term of this Contract), the Company shall have the right forthwith to terminate this Contract by notice in writing to the Customer in the event that :

2.14.1 the Customer fails to make any payment when it becomes due to the Company; or

2.14.2 any licence or other consent considered by the Company to be required by it in order to perform its obligations under this Contract (whether for regulatory or economic reasons or otherwise) expires or is revoked; or

2.14.3 a licence under which the Customer has the right to run its telecommunications system and connect it to the Company system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence or licence acceptable to the Company.

3.0 Prohibition of Oral Variations:

These Conditions are the sole terms and conditions of the Contract between the Company and the Customer. No variation or modification of these Conditions and no agreement made or purported to be made between the Company and the Customer inconsistent with these Conditions shall be valid or of any effect unless made in writing and signed by a Director of the Company. No representation relating to or in any way connected with the Equipment or Services shall be deemed to be made on behalf of the Company nor shall and such representation bind the Company or the appointed officer of the Company.

4.0. Delivery

4.1. The Equipment is delivered to the Customer when the Company makes it available to the Customer at the Company's premises or any other delivery point agreed in writing by the Company. The term delivery does not include any element of installation.

4.2. Any dates quoted by the Company for delivery (and where relevant installation) of the Equipment and Services are approximate only and the Company shall not be liable for any delay in the delivery however caused. Time is not of the essence for delivery or installation within this contract.

4.3. If the Customer fails to take delivery of the Equipment or any part of it on the due date and fails to provide any instructions, documents, consents or authorisations required to enable the Equipment to be delivered on the due date the Company shall be entitled, upon giving notice to the Customer, to store or arrange for storage of the Equipment and then any risk in the Equipment shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Company all costs and expenses including storage and insurance charges.

4.4. Where the Equipment is to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated. Payment shall be required from the Customer for delivered equipment or services (or part thereof on a pro rata basis) in accordance with the Company's normal payment terms.

4.5. If the Company fails to deliver the Equipment (or any instalment) for any reason other than any cause beyond the Company's reasonable control or the customer's fault, and the Company is reasonably liable to the Customer, the Company's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Equipment.

4.6. Where services and or equipment are delivered on a staged basis as part of a larger solution then payment for such is required from installation of that particular component part for the solution.

5.0. Title and Risk

5.1. Risk in the Equipment shall pass to the Customer when the Equipment is delivered to the Customer.

5.2. Notwithstanding delivery and the passing of risk in the Equipment ownership of the Equipment shall not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Equipment.

5.3. Until such time as ownership in the Equipment passes to the Customer, the Customer shall hold the Equipment in a fiduciary capacity as bailee and shall store it or mark it so that it can be identified as the goods of the Company and the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company and if the Customer fails to do so to enter upon any premises of the customer or any third party where the Equipment is stored and repossess the Equipment.

5.4. The Company shall be entitled to maintain an action for the price of the Equipment notwithstanding that ownership in it has not passed to the Customer.

5.5. The Customer shall not be entitled to pledge or in any charge by way of security for any indebtedness any of the Equipment which remains the property of the Company, but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

5.6. Title in Mobile, TalkiP, Hosted, DSL, WiFi and Leased Line/WAN Equipment remains with the Company, however the Customer bears the risk in the Equipment and will be liable to the Company for the full retail recommended price. No title or property rights accrue with telephone numbers or IP numbers. These can be changed or withdrawn at anytime without recourse by the customer.

5.7. Where Equipment is rented or similar, title does not pass to the Customer, but the Customer retains the risk in the Equipment as per clause 5.6.

6.0. Liability.

6.1. Save as required by law the Company does not warrant the Services or Equipment (or any of them) against failure or performance. The Company disclaim and the Customer waives all other warranties, express or implied, with respect to the Services or the Equipment, arising by law or otherwise. This includes without limitation any implied warranty or satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy, claim in tort, notwithstanding any fault, negligence, strict liability or product liability of the Company (whether express or implied) so far as the law permits.

6.2 Save as required by law, the Customer agrees that the Company is not liable in Contract or tort (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with these Conditions for economic loss (including without limitation, loss of revenue, profits, Contracts, business or anticipated savings), loss of goodwill, information or reputation, indirect or consequential loss whether or not such losses were within the Company's contemplation, suffered or incurred by the Customer or any third party arising out of or in connection with the provision of the Services (or any part thereof).

6.3 The Company's maximum liability to the Customer shall be limited to the charges levied by the Company for the Services for one month in respect of the related Order for any one event or up to one year's charge for a series of separate events or up to 10% of the Equipment value supplied (whichever is the lower). The Customer is under strict obligation to take any appropriate Risk Management procedures that could fully mitigate or nullify any actual or potential loss. Such Risk Management may include but not be limited to disaster recovery and/or business continuity planning. The Company is not responsible for the Customer's Risk Management planning.

6.4 The Customer agrees that the Company is not liable as above for the actions of its Network Suppliers, third parties and sub-Contractors that the Company has or continues to rely upon to discharge its obligations to the Customer. The Customer acknowledges the Company can be wholly reliant on these parties for the supply of any and all Services.

6.5 Nothing in these Conditions shall exclude or limit liability for death or personal injury resulting from the Company's negligence.

6.6 On occasions the Company may liaise with Network Suppliers (e.g. B.T.) or sub-contractors on the Customer's behalf who will provide services direct to the Customer. In such circumstances, any contract is between the Customer and the Network Supplier, third party or subcontractor and the Company shall have no liability to the customer for any delay, damage or loss suffered by the Customer as a result of such contract and the Customer will indemnify the Company in full against any claim cost damage or expense incurred by it as a consequence of the Customer failing to adhere to its agreement with such Network Supplier and/or subcontractor and/or third party.

6.7 Except for clause 6.5 above, any liability established in accordance with clause 6.3 above shall be settled in the equivalent value of service provision only from the Company to the Customer.

6.8. The Company has no liability or obligations where the Customer contracts directly with another supplier that happens also to supply the Company as well. The Customer must settle all liabilities with that supplier directly.

7.0. Intellectual Property.

7.1 All intellectual Property provided by the Company (including without limit the Documentation) is owned by and remains vested in the Company.

7.2 The Customer shall take all such steps as shall be necessary to protect the Company's Intellectual Property and confidential information in the Documentation and without prejudice to the generality of the foregoing shall not copy or reproduce the same nor distribute, sell or disclose the contents of the same to any third party. The Customer shall have appropriate security in place to protect information and communication systems from any threat from whatever source.

7.3 The Intellectual Property in any operating and application software provided by the Company in the Equipment remains vested in the Company or in the Company which has authorised the Company to provide the same. All rights are reserved.

7.4 In the event that new intellectual property is created as a result of the Contract, the Customer acknowledges that such intellectual property and all rights attached shall belong to the Company unless otherwise agreed in writing by a Director of the Company. All rights are reserved. The Customer shall at all times protect the intellectual property of the Company.

8.0. Force Majeure.

Neither party shall be liable in performing any of its obligations under the Contract if caused by circumstances beyond reasonable control of the party and where applicable the parties shall be entitled to a reasonable extension of time for the performance of such obligations.

9.0. Waiver

No waiver, delay or indulgence by either party in enforcing the provisions of the Contract shall prejudice or restrict the rights of that party. Nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy conferred upon or reserved for either party by the Contract, is exclusive of any other right, power or remedy available to that party and such right, power or remedy shall be cumulative.

10.0. Confidentiality.

Each party undertakes to the other to keep all information concerning the business and affairs of the other that it shall have obtained or received as a result of discussions leading up to or entering into the Contract. Apart from that which is already in its possession (other than as a result of a breach of this clause) or is in the public domain or where the Customer consents to the release of such information. Each party shall ensure that its employees are aware of and comply with the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of the Contract.

11.0. Entire Agreement.

The Contract supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between parties relating to the Service and Equipment.

12.0. Notices, Severance, Pre-Estimate of Loss, Third Party Rights and Governing Law

Any notices (except for termination Section 2.0) shall be treated as properly given if sent by post or e-mail to the party concerned at its last known address. Notices sent by post shall be deemed to have been served 48 hours after posting and if by e-mail transmission, when dispatched. The invalidity of any individual provisions of these Conditions shall not affect the validity of the remaining provisions. The parties acknowledge and accept that any additional charges levied by the Company against the Customer for breach, non-performance and/or early termination are genuine pre-estimates of loss and do not constitute a penalty. No third party rights accrued under the terms of this Contract. The Contract shall be governed by and construed in accordance with the laws of England shall be subject to the jurisdiction of the English Court

Equipment Agreement

1.0. Basis of the Sale

1.1. Words in this Equipment Agreement shall have the same meanings as set out in the General Terms and Conditions of the Customer's Contract ("**Conditions**"). This Equipment Agreement includes the Conditions.

1.2 All orders for Equipment are deemed to have been made by the Customer and accepted by the Company upon and subject to the Conditions as amended by the terms and conditions set out below.

1.3. The Equipment will be supplied substantially to any design or configuration described in any quotation. However, the Company reserves the right to make reasonable changes at its discretion during the execution of the Contract but provided that such changes shall not reduce the design performance of the Equipment.

1.4. The Company makes no representation and gives no warranty in respect of the source of origin of manufacture of the Equipment or any part incorporated into the Equipment.

2.0. Price and Payment

2.1. Subject to clause 2.3 below, the price of the Equipment shall be the Company's quoted price as at the date the Order is accepted by the Company.

2.2. The Customer shall pay an initial payment of 40% with the Order, 50% on delivery of the Equipment to the relevant site and 10% on completion of the installation of the Equipment. If the Company is not responsible for installation then the balance of 60% shall be payable on delivery.

2.3. The Company reserves the right to increase the price of the Equipment to reflect any increase in the cost to the Company which is due to foreign currency fluctuations, any change in delivery dates, quantities or specifications for the Equipment requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions or carry out any of its obligations under the Contract.

2.4. If the Company is delayed in or prevented from performing its obligations under the Contract by any cause outside the Company's control (including but not limited to delays caused by other contractors of the Customer or failure by the Customer to have any part of the installation site ready at the time specified in the Contract) or is requested by the Customer to delay the completion of the Contract and the Company is able and willing to fulfil such obligations or effect such completion and if such delay prevention or request results in the Contract not being completed within five days of the estimated completion date the Customer shall pay forthwith to the Company the Contract price of completed contract work including (but not limited to) any of the Equipment ready to deliver to site and renegotiate with the Company the time within which and the terms under which the Contract shall be completed. Such terms shall include (but not be limited to) the payment by the Customer of all costs and expenses of the Company attributable to or resulting from such delay, prevention or request. Access and/or any permissions (including any third parties) to install Equipment in any location remains the responsibility of the Customer. Any associated costs and associated liabilities remain the responsibility of the Customer. The Company does not include the costs of access needs including but not limited to access platforms, scaffolding or similar in quotations. The Customer agrees to pay these costs invoiced by the Company where adequate and legislatively compliant facilities are not provided by the Customer. Any delays because access and permissions have not been granted shall result in an additional charge for lost time payable by the Customer.

2.5. If the Customer uses Equipment provided under the Contract at any time then any balances of the contract price outstanding becomes immediately payable.

3.0. Warranty

3.1. Subject to the conditions below, the Company guarantees the Equipment (excluding software) against any defects in workmanship, or materials for a period of 12 months from the date of delivery only when a current valid service agreement is in place. If any defect manifests itself during that period the Company will subject to the Customer's compliance with Condition 3.5 at its expense and its option repair, or replace the defective Equipment, or refund the price or, as the case may be, that part of the price applicable to the defective part of the Equipment and the Company shall have no further liability to the Customer. Software is not warranted to be error free.

3.2. Where the Company repairs or replaces the defective Equipment the Customer must return the defective Equipment to the company within 14 days of being notified to do so. Where the returned Equipment upon inspection by the Company, proves not to be defective or proves to be defective under Condition 3.3 the Customer will pay or refund to the Company any repair, replacement, storage, testing, inspection and other incidental costs incurred by the Company.

3.3. The Company will have no liability under the Contract if and to the extent that any alleged defect has been caused or aggravated or the cost of remedying the defect has been increased by:

- 3.3.1. the alteration, or repair, of the Equipment otherwise than by the Company, or without the company's prior written consent or not in accordance with the Company's instructions; or
- 3.3.2. the use of the Equipment other than for the purpose(s) for which it was intended; or
- 3.3.3. Subjecting the Equipment to an improper use incompatible with that stated in the Documentation; or
- 3.3.4. the misuse, neglect or improper storage of the Equipment; or
- 3.3.5. the installation or continued use of the Equipment after the time at which the alleged defect is, or ought reasonably, to have been discovered; or
- 3.3.6. any error or omission in any specification design, information or other item provided by the Customer; or
- 3.3.7. any failure to carry out any routine service of the Equipment recommended by the Company; or
- 3.3.8. any failure to carry out any remedial action recommended by the Company within 14 days of notification.

3.4. The above warranty does not extend to parts, materials or Equipment not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

3.5 Notwithstanding the warranty, the Company shall have no liability to the Customer;

- 3.5.1. unless the Customer allows the Company an opportunity to conduct such investigations as are reasonably necessary to satisfy itself as to the existence and consequences of any defect including an opportunity to inspect any location and surroundings where the Equipment has been installed.
- 3.5.2. if the total price for the Equipment has not been paid by the due date for payment.

3.6. Any claim pursuant to the warranty above must be in accordance with the following conditions:

- 3.6.1. where reasonable inspection of the Equipment delivered would have revealed any alleged defect the Customer must submit a full written report within seven days after delivery of the Equipment.
- 3.6.2. in any case not within Condition 3.5.1 above the Customer must submit a full written report within 10 days after the time at which the alleged defect is or reasonably ought to have been discovered and in any event within 12 months after delivery.
- 3.6.3. the full written report to be submitted by the Customer shall include full details and information of the problem encountered a detailed description of any faults and the circumstances in which it arose, together with such other information as the Company shall reasonably require.

3.7. Where the Company undertakes to construct a communications system incorporating Equipment for a Customer then it shall do so in accordance with a specification given by and agreed with the Customer in writing at the point of sale. A Customer placing an order denotes acceptance of any specification and system configuration. The Company must be notified in writing of any subsequent changes required that will affect the specification and the configuration of the system within five days from installation. Any required changes to the configuration of the system after this period will be charged to the customer at the Company's normal rates in addition to the Contract price.

3.8. The Company will have no obligation or liability to the customer under the contract where functionality of the supplied Equipment is dependant (partially or wholly) on the performance of Equipment (including software) not provided under this contract. The customer is expected to have appropriate security in place to protect information and communication systems from any threat from whatever source.

3.9. Wireless Equipment:

- 3.9.1. has a higher risk of security breaches compared to more conventional systems and service quality of transmission and reception for wireless Equipment is subject to changing conditions, including but not limited to buildings, topography, vegetation, electrical interference and other local wireless sites.
- 3.9.2 site surveys provide visual assessments of potential locations and may include radio link testing in order to improve the probability of predicting a successful wireless link. Because numerous factors can affect the performance of a wireless link, the Company cannot guarantee performance from a survey.
- 3.9.3 computer modelling can assist with calculating the probability of achieving a wireless link between specific points based on landscape data and theoretical radio propagation. Such analysis is carried out using third party analytical software which is subject to errors. The Company cannot guarantee performance as a result of such analysis.
- 3.9.4 due to extensive factors that can affect wireless performance, the Company cannot guarantee performance unless guaranteed in writing and being subject to recognised tolerance standards anyway.
- 3.9.5 the customer must register (when required) the location and use of such equipment with OFCOM.

3.10. Transmission of voice using data systems produces quality and service similar to that of mobile cell phone networks.

3.11. Security and other settings for any installed Equipment shall be at the default level. The Company does not accept any liability for security breaches.

Equipment Hire Agreement

1. Definitions & Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings

Additional Software	Means software that is installed during the Rental Term
"Authorised Personnel"	Means employees of or consultants to the Customer that have been trained in the relevant aspects of information technology in order to perform maintenance and updates to the Equipment;
"Customer"	Means the customer who is renting the Equipment subject to these Terms and Conditions;
"Customer Data"	Means any and all data created by or for the Customer which is stored on the Equipment;
"Deposit"	Means the sum payable by the Customer under the Clause of these Terms and Conditions and as set out in the Hire Contract;
"Equipment"	Means hardware/equipment pertaining to the use for communication services during the rental term.
"Preinstalled Software"	Means software that is installed on the Equipment by the Company and supplied therewith for the Rental Term;
"Premises"	Means the location referred to in the Hire Contract to which the goods are delivered to and/or collected from;
"Price List"	Means the Company's price list, current at the time of the start of the Rental Term;
"Rental"	Means the rental of the Equipment by the Customer subject to these Terms and Conditions;
"Hire Contract"	Means the agreement entered into by the Customer and the Company incorporating these Terms and Conditions which shall govern the Rental of the Equipment;
"Rental Fees"	Means the sum payable by the Customer for the Rental as determined under Clause of these Terms and Conditions.

2. Rental Term

2.1 The agreed Rental Term will be set out in the Contract.

2.2 If the Customer wishes to extend the Rental Term they may do so at any time prior to the end of the Rental Term. The Customer must contact the Company to arrange such an extension. The Company shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the Equipment to the Customer beyond the end of the pre-existing Rental Term.

2.3 The Company reserves the right to recall the Equipment immediately at any time. In the event that the Company exercises this right the Customer will be reimbursed for any and all days remaining in the Rental Term or will be issued immediately with replacement Equipment of the same type or of the closest type thereto at no additional cost. If the Equipment is not returned to the Company on request the Customer shall be deemed to have authorised the Company to enter the Premises and use any means necessary to recover the Equipment. The Customer shall be charged for any costs associated with such recovery.

3. Deposit, Fees & Payments

3.1 The Customer may be required to pay a Deposit to the Company at the commencement of the Rental Term, prior to delivery of the Equipment.

3.2 At the end of the Rental Term the Company shall have a period of one week within which to fully inspect the Equipment.

3.3 The Rental Fees will be determined by reference to the length of the Rental Term, the type and quantity of Equipment, the Price List and any additional items which may be included in the Rental, as set out in the Contract.

3.4 Payment shall be made in part or in full, as set out in the Hire Contract, at the commencement of the Rental Term.

3.5 All payments to be made in part will take the form of regular monthly payments. The Company will invoice the Customer on a monthly basis in advance.

3.6 All payments shall be required within 14 days of the date of the relevant invoice.

4. At the end of the hire

4.1 At the end of the Rental Term, on the agreed collection date the Customer shall ensure that all of the Equipment is available for collection by the Company.

4.2 At the end of the Rental Term, prior to collection in accordance with sub-Clause 4.1, the Customer must remove all Customer Data from the Equipment. The Company accepts no responsibility for any Customer Data which remains on the Equipment following the end of the Rental Term.

4.3 In the event that any Equipment is unavailable for collection on the agreed date the Customer shall be required to pay the relevant Rental Fees for the missing items up to and including the day that they are returned to the Company (at the Customer's expense). If those items are not available for collection due to loss or destruction the Customer shall be required to pay the cost of replacement in accordance with the Company's then current Price List.

5. Software

5.1 Any and all Preinstalled Software is and shall remain the property of the relevant proprietor. The Customer gains no rights of ownership over such software at any time.

5.2 The Customer may only use the Preinstalled Software within the bounds of the relevant software licences, documentation of which shall be supplied along with the Equipment at the start of the Rental Term.

5.3 The Customer shall be solely liable for any breaches of licences for Preinstalled Software which occur during the Rental Term.

5.4 The Customer shall not communicate, transfer, copy (in whole or in part), modify, reverse-engineer or translate the Preinstalled Software for any reason.

6. Use & Care of the Equipment

6.1 The Customer may only use the Equipment for the normal purpose for which it is intended.

6.2 The Customer may only use the Equipment for legal and legitimate purposes.

6.3 All Equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided.

6.4 Certain items of Equipment may require specialist training prior to use. The Customer must ensure that such training is provided to all employees (and any other relevant individuals for whom it may be responsible) that will use the Equipment during the Rental Term.

6.5 The Customer may not affix the Equipment to anything unless using fixings approved and supplied by the Company.

6.6 The Customer shall at all times treat the Equipment with a reasonable level of care and shall ensure that it is kept clean, subject always to reasonable levels of wear and tear.

6.7 All Equipment which uses consumables of whatever nature must only be used with official consumables (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) or such other products as authorised by the Company.

6.8 The Customer may not remove Equipment from the Premises without the prior written consent of the Company.

7. Maintenance & Upgrades

7.1 The Customer shall not attempt to make any repairs to the Equipment without the prior written consent of the Company.

7.2 The Customer may not perform any hardware upgrades to the Equipment of any kind without the prior written consent of the Company. Where such upgrades are provided by the Company the hardware concerned shall remain the property of the Company.

7.3 The Company shall maintain the Equipment to the standards specified by the relevant manufacturers. Only official parts (that is, those produced or recommended by the manufacturer of that particular piece of Equipment) shall be used for maintenance and repair work.

7.4 All parts that cannot be described as consumables which may require replacement during the Rental Term shall be replaced in accordance with the terms of the Service Agreement.

8. Insurance

8.1 It is the responsibility of the Customer to fully and comprehensively insure the Equipment against loss, damage and theft. The value stated for the Equipment shall be that shown in the Company's current Price List.

The customer must provide evidence of the appropriate level of insurance to cover all or any losses as covered under the hire term and the capital cost of any and all hardware that has been supplied as part of the hire agreement, this must include cover for the following:

8.1.1 Damage to the Equipment by fire and flood; and

8.1.2 Accidental damage to the Equipment;

8.1.3 Theft of the Equipment,

8.1.4 Cancellation of the Hire Contract prior to the commencement of the Rental Term

8.1.5 Early termination of the Hire Contract provided that Rental Fee has been paid in full.

8.1.6 The insurance cover should cover malicious damage or negligence by the Customer.

8.2 The Customer shall supply proof of such insurance to the Company on demand. The Company reserves the right to delay or cancel delivery until proof of such insurance is provided.

8.3 The Company shall not provide any form of loss insurance. If the Customer opts to obtain such insurance it shall remain their sole responsibility to do so.

9. Liability

9.1 The Company will not be liable for any personal injury or damage to property which results from the improper use of the Equipment.

9.2 The Company will not be liable for any other loss or damage arising out of any circumstances beyond its reasonable control.

9.3 The Company will not be liable to any third parties for any acts of the Customer which may involve the Equipment.

9.4 Nothing in these Terms and Conditions restricts the Company's liability for death or personal injury arising out of any act or omission of the Company.

10. Data Protection

10.1 The Company will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Company's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

11. Termination

11.1 Where the Customer is a sole trader or partnership, the Company shall be entitled to terminate the Hire Contract in the event that:

11.1.1 The Customer is in breach of these Terms and Conditions;

11.1.2 The Customer has had their personal belongings confiscated in order to satisfy debts; or

11.1.3 The Customer has a receiving order made against them.

11.2 Where the Customer is a company, the Company shall be entitled to terminate the Hire Contract in the event that:

11.2.1 The Customer is in breach of these Terms and Conditions;

11.2.2 The Customer goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

11.3 In the event of termination for any of the above reasons:

11.3.1 All payments required under the Hire Contract shall become due and immediately payable; and

11.3.2 The Company shall have the immediate right to request the immediate return of the Equipment or repossess the Equipment and may charge the Customer for any reasonable costs involved in such repossession.

Service Agreement

1.0. Basis of the Company providing the Services

1.1. Words in this Service Agreement shall have the same meanings as set out in the General Terms and Conditions of the Customer's Contract ("**Conditions**"). This Service Agreement includes the Conditions.

1.2 The Customer agrees:

- 1.2.1 promptly to pay the service charges in all circumstances for the period in advance. Terms of payment are noted on each invoice but in any case payment is required in advance of the period being invoiced.
- 1.2.2 if the Equipment is to be connected to apparatus of BT or of other network providers to comply with all such providers' requirements and at the Customer's expense to arrange the provision of any additional Equipment specially required for the Customer's purpose.

1.2.3 to orally notify the Company immediately of any fault in the Equipment or of any repair which may be necessary, and to provide the Company at all reasonable times with access to the Equipment and allow it to carry out service of the Equipment under the terms of this contract.

1.2.4 not to maintain, service, repair, adjust or tamper with the Equipment or wiring nor to allow any other person to do any such thing without the Company's prior consent. In the event of requiring any alteration to the Equipment or wiring to give the Company 14-days written notice naming the person it wishes to carry out the work, and to comply with the section below. Should any such alteration be affected by an agent not appointed by the Company, to allow the Company the right of inspection of that work which should be carried out in accordance with any code of practice and standards. Should the work be found to be unsatisfactory to remedy the defects within 30-days of inspection or pay the Company's charges for effecting the remedy. Any breach of this condition may result in this contract being terminated by the Company, if the Company so desires.

1.2.5 to pay the Company's charges for reprogramming and/or services required as a result of instructions, acts or omissions effected by the Customer or his agent – including those demanded by any relevant statutory or commercial authority.

1.2.6 that if applicable, labour charges will include a callout fee and an hourly rate for time. Labour charges apply to works undertaken either remotely or on site and are rounded up to half-hour increments.

1.2.7 to cooperate with the Company to resolve faults without physically attending the site. This may include but is not limited to remote diagnostics, liaising with the Company over the telephone, dispatching (at own expense) and receiving Equipment by post/courier and fitting simple Equipment.

1.2.8 to pay any service charges levied when no faults were found with the Equipment after investigation, despite a fault being reported.

1.2.9 to pay any service charges levied where a site visit has been undertaken but the Customer has been unable to provide access to the Equipment or provide a person with knowledge of the reported fault resulting in any Company servant, agent or sub-contractor leaving site without works being undertaken.

1.2.10 to sign an Attendance Report when work had been undertaken denoting that the Customer had tested Equipment to his satisfaction - unless otherwise indicated on the Attendance Report when signed on the day of completion. If an Attendance Report is not available to be signed then the Customer will inform the Company in writing if works had not been completed to his satisfaction. To be received within 2-days of completion.

1.2.11 for the avoidance of doubt, agrees to pay all labour charges in respect of fitting all parts – whether replacement, faulty or otherwise, when this agreement relates to replacements parts only.

1.2.12 that where a manufacturer support agreement is not ordered or paid for by the Customer then the Company will seek to resolve any manufacturer related faults on a best endeavours only.

2.0 The Company agrees (subject to clause 5)

2.1. To be available to repair the Equipment located at the installation address in the schedule (or at such other address as may be agreed in writing by the Company remotely or otherwise and in accordance with the Conditions) in efficient working order and during the continuance of the contract to execute by its servants, agents or contractors
(* delete as appropriate either statement):

(*) without charge for replacement parts only or
(*) without charge for repairs and replacements including labour
(*) without inclusion of manufacturer support agreements

to the Equipment necessitated by fair wear and tear and/or, where provided by the Company or its servants or agents faulty materials, provided the Customer shall have duly notified the Company of such fault or necessary repair in accordance with clause 1.2.3 hereof. Such service is be provided according to the levels of service specified overleaf. Provided however that the Company or subsidiary thereof (without prejudice to the terms and conditions of this contract or the Customer's liability for payment of service charges) shall not be obliged to provide service if any such charges or subsidiary account is overdue.

2.2. At the expense of the Customer to provide service where failure of the Equipment is due to mis-operation or failure of network provider's Equipment and/or host systems and/or electricity supply service and/or electricity surge or fluctuation due to storms or adverse weather conditions or if any person not authorized by the Company to do so shall have tampered with the Equipment.

2.3. At the request and expense of the Customer:

2.3.1. to carry out any alterations to the Equipment or extension wiring.

2.3.2. upon receipt of 14-days notice as in section 1.2.4 above to allow the Customer's appointed agents to carry out alterations to the Equipment or wiring. Such alterations to be in accordance with any current code of practice or industry standards. The Company reserves the right of inspection of such work and to charge for such inspections. If found to be unsatisfactory shall require the Customer to remedy the defect within 30-days of the inspection.

2.4. At the request and expense of the Customer to move the Equipment to alternative premises where in the opinion of the Company suitable service and reception facilities exist provided the Equipment does not thereby pass out of possession or control of the Customer.

2.5. To warrant any parts or replacement parts relating to Equipment detailed in the schedule for 3-months from installation.

2.6. To warrant any labour only work not involving parts for a period of 4-weeks from when work commenced.

2.7. Warranty period shall commence from the date of the first day of repairing a reported fault.

3.0 Service Levels:

As set out in the relevant Order, the Company will provide the Services. Details of the relevant response levels are set out below.

3.1.	Bronze	Monday to Friday. 8am to 6pm. Excluding Public Holidays (A)
3.2.	Bronze Plus	Monday to Friday. 8am to 6pm. Excluding Public Holidays. Remote 24x7 support (H)
3.4.	Gold	4-hour response. 7 day. 8am to 6pm. Excluding Public Holidays. Remote 24 x 7 support (C)
3.5.	Platinum	4-hour response. 24-hour cover, 7 day service. Remote 24 x 7 engineering support (D)

4.0 Variation of Maintenance Charge:

4.1 The Company may vary the service charge payable hereunder provided that no such variation shall take effect during the Initial Term or within a year of a previous increase. The increase in the maintenance charge shall not be greater than the rate of inflation as determined by the Average Earnings Index.

4.2 Any additional Equipment supplied but not shown on the schedule overleaf will attract service charges at the Company's prevailing rates from the date of its supply and is subject to the terms of this agreement.

4.3 where the Customer includes a manufacturer support agreement(s) then that component may increase in line with manufacturers' charges automatically at the annual renewal with the manufacturer.

5.0 Exclusions:

5.1 The Company shall not be liable:

5.1.1 for any delay in the execution of any work of installation, repair, replacement, alteration or removal of or to the Equipment howsoever caused.

5.1.2 for making good defects in the electricity supply, or other networks provider's services and connections and/or host systems. Service calls for these purposes will be charged to the Customers at the Company's standard rates.

5.1.3 for repair of damage resulting from accident, transportation, neglect or misuse, failures of electrical power, surge of electrical power, electrical storms or causes other than ordinary use. Service calls for these purposes will be charged at the Company's standard rates.

5.1.4 for making good defects to the Customer's telephone stations or other peripheral apparatus unless specified overleaf. Service calls for these purposes will be charged to the Customer at the Company's standard rates.

5.1.5 under section 2 for costs of making good defects in cabling unless specified overleaf. In any event overhead and underground cabling will not be covered for this purpose will be charged to the Customer at the Company's standard rate.

5.1.6 under section 2 wherein its reasonable opinion parts or Equipment have reached the end of their serviceable life, being no longer capable of economic repair and require replacement.

5.1.7 for the repair or replacement of any items deemed as consumables by the Company or manufacturer. The Company shall not be liable for any loss or damage incurred by the Customer or any third party (including without limitation any loss of the Equipment or loss or spoiling of the Customer's programmes or data) resulting from any breakdown or fault in the Equipment unless such breakdown or fault is caused by the wilful misconduct of the Company.

5.2 The Company shall not undertake to conduct works in respect of wiring and cable not supplied by the Company.

5.3 The Company is not responsible for any faults or adverse effects caused by Equipment, software or media not supplied by the Company, including but not limited to computer viruses.

5.4 The Company shall have no obligation or liability to the Customer where the functionality of the supplied Equipment and/or software is dependant (partially or wholly) on the performance of Equipment (including software) not provided by the Company under this contract.

5.5 The Customer acknowledges and accepts that the Company may have to supply and/or install software upgrades in order to carry out its obligations hereunder. The Customer acknowledges that where the Company believes (acting reasonably) that a software upgrade is required to carry out its obligations hereunder then the Customer shall permit the Company such access and carry out such instructions as the Company stipulate in order to implement such upgrade. The Company shall not be liable (and the Customer shall have no right to terminate this agreement for breach) for any failure to carry out its obligations hereunder where such failure arose as a consequence of the Customer failing to comply with this clause. Software upgrades are not included in this Contract and the Customer acknowledges and accepts that it shall be responsible for paying **all** the charges levied by the Company in respect of such upgrade.

5.6 The Company does not include cordless devices within this contract for service.

5.7 The Company does not include toll, access or similar transport taxes in this agreement. The Company reserves the right to invoice an annual surcharge in respect of these costs.

5.8 Security settings for any installed Equipment shall be at the default level.

5.9 The Company shall in no circumstances be liable for any failure or defective working of the Equipment due to any fault or change in the electricity supply service and/or other network providers' Equipment and/or host systems.

5.10 In no circumstances shall the Company be liable for any loss of profit, information, business or production or any other liability, loss or damage whether direct, indirect or consequential howsoever caused.

5.11 The Company does not provide for the undertaking of any legislation that may require a service call reasons other than a reported fault in accordance with clause 1.2.3 hereof.

5.12 The Company does not include the costs of mechanical access including, but not limited to access platforms, scaffolding or similar. The Customer agrees to pay these costs invoiced by the Company where adequate and legislatively compliant facilities are not provided by the Customer.

5.13 The Company does not include any manufacturer support agreements that may or may not include software update facilities unless specific inclusion is listed in the sale document and the non inclusion clause of 2.1 has been deleted by a director of the Company.

Installation Specifications

Whilst every effort is made to ensure that we provide a comprehensive installation package, it is important to note that South West Communications Group specifically do not include the following items, unless otherwise stated, which may be required as part of the overall project:-

1. New extension wiring and tie cables
2. Cabling between peripheral equipment and the PBX
3. Remedial work to bring existing cabling up to the minimum requirements of BS6701
4. Conversation from analogue to digital sockets for phones where existing wiring is to be utilised, or the provision of converter leads if required
5. The removal of redundant cabling or other equipment
6. Provision or installation of Building Distribution Frames
7. Removal, relocation or modification of any existing customer equipment
8. Installation, labelling, testing or connection of analogue telephones
9. Provision of PC or server equipment unless specifically identified
10. LAN interfacing and configuration must be undertaken by the customer
11. On site changes to the initial configuration and software specification
12. The supply of additional user guides beyond the normal allocation of 1 per user
13. Administration training, if detailed in the quotation, is at South West Communications Group premises
14. Network services disconnection/reconnection charges
15. Network testing beyond the basic functionality testing
16. Upgrade or re-configuration of LAN/WAN for use with IP Telephony.

Our Project Management Team will require a single point of contact with the customer. We recommend that customers also have a project co-ordinator to avoid any potentially confusing instructions to our staff when implementing a project.

Customer responsibilities

It is our intention to identify these at the first meeting between yourselves and our Installation Planner but, typically, the following items will need consideration:-

1. Suitable accommodation to meet the environmental requirements of the PBX system and engineering personnel
2. A single point of contact for the duration of the project
3. Provision of Client basic configuration details (extension numbering, feature allocation, hunt group membership etc)
4. 240v AC mains power and earthing
5. Provision of a telephone extension floor plan
6. Provision of on-site storage
7. Provision of a suitable local training room
8. Provision of necessary PC and/or server equipment
9. Provision of a jumper/patch panel schedule
10. Details of network design
11. Where wiring is not South West Communications Group supplied, an original Certificate of Compliance to BS6701 must be supplied
12. Ensuring voice Quality of Service LAN/WAN exists where IP Telephony is required
13. Provision of UPS for LAN hardware in IP telephony environments
14. Provision of any RJ45 cords

We are happy to undertake this work for the customer, but this will add charges to the project for payment by the customer.

VoIP Solutions

Preparation for implementing a Voice over Internet Protocol solution (VoIP) in your organization is very important.

In order to obtain the maximum benefit from this technology, you must be sure that your network is suitable for the purpose of running high quality voice traffic. If your network does not have the required Quality of Service (QoS) to support VoIP, then call quality will be impaired to varying degrees.

You can check this in various ways. Either you can confirm that your network is VoIP compliant by using your existing network team to make the appropriate checks and changes, or we can audit your network to test full VoIP compliance – a quote can be prepared if you wish.

If you are doing this work yourself, then your network team must confirm that data traffic flows can support VoIP throughout the whole network (including remote sites). All equipment must support QoS for VoIP, including firewalls and hubs/switches for connections to Softphones or IPphones. Please provide a written report confirming these issues have been/are being dealt with.

If changes are needed to your network, please make sure works are done before we install the VoIP solution.

The success of a VoIP solution is dependent on your network preparation. As a supplier of a VoIP solution, we are unable to step into any of these network-related obligations on your behalf.

VoIP, SIP and Broadband Dependant Solutions

It must be remembered that VoIP and SIP solutions run over data networks and so are very flexible but also very dependant on the quality and resilience of any data network. This includes any external connections that may include broadband. Broadband is a good value method of delivering such services but the customer must make plans in case the resilience and quality of the data network and broadband is affected by outside influences in their area such as the distance and resilience of the connection to the local exchange. Service can be lost so it is recommended that the customer considers the risk and effect on their business of such a loss and takes the appropriate precautions to mitigate and prevent such situations occurring by making business continuity plans. As a supplier we can assist the customer with this process and we recommend separate back up analogue or digital or wireless based services to enable an ongoing service in emergency situations where service is interrupted because of faults or other circumstances e.g. power cuts.

Voice Firewalls - You acknowledge and agree that we shall not be liable for any failure of the firewall function to block calls and/or any configuration of a firewall with any configuration be carried out by us or yourselves and/or the failure of any other equipment which has not been supplied by us. It is your responsibility to check weekly and maintain records that the firewall function is blocking the numbers that You want to be blocked. You will check that least cost routing and other prefixes (e.g. withholding CLI) are also allowed for in the numbers you have blocked. We cannot guarantee that any firewall function will detect or prevent all misuse of the telephone system but it will reduce such risk significantly. It is your responsibility to check regularly that the firewall functions are both configured for and allows emergency calls.

Network Services Agreement

1.0 Duration, Pricing and Conditions

1.1. This agreement is for the Initial Term and the Customer agrees to route all of their Calls with the Company for the duration of this Contract.

1.2. Monthly rentals for Access Service charges for PSTN and ISDN services are fixed for the length of the Initial Term of this agreement, unless price increases from Licensed Operators to the Company are approved by OFCOM. SIP and Ancillary Services may vary throughout the Initial Term depending on underlying wholesale costs to the Company.

1.3. Call charges may be capped or uncapped depending on the quoted tariff in the Sale Agreement for the length of the Initial Term.

1.4. Any additional services shall vary the charges and will extend the Initial Term for all the Network Services being charged on the account in line with the Initial Term of the most recent agreement or a previous agreement for the same, whichever is the longer. The Company is unable to provide separate or mixed termination dates for services. For the avoidance of doubt this shall apply to agreements detailing lines and minutes separately.

1.5. If the Customer purports to terminate this agreement before the expiry of the Initial Term or subsequent yearly renewal, then the Company reserves the right to charge for either the anticipated revenue margin for the remainder of the Contract (as if this agreement had not ended including the notice period) and for all reasonable expenses incurred. This includes, but is not limited to un-recovered equipment, recovered equipment minus any residual value, access charges, minimum call charges or committed or average spend (which ever is the greater) and labour for activation and/or deactivation of the Company services. This charge can be aggregated with payment due in full on presentation of an invoice to the customer.

1.6. Words in this Services Agreement shall have the same meanings as set out in the General Terms and Conditions of the Customer's Contract ("**Conditions**"). This Services Agreement includes the Conditions.

2. Equipment and Installation

In the event that the Company agree to install, programme and maintain any Equipment, the Customer agrees the following terms and conditions:

2.1. The Company shall deliver the Equipment to the Customer. Whilst the Company will take all reasonable steps to deliver within the period quoted, such date shall be treated as an estimate only and time for delivery shall not be of the essence.

2.2. The Company or its appointed agent shall install the Equipment at the Customer's site.

2.3. The Equipment shall at all times remain the property of the Company and at all times when the ownership of the Equipment is in question, the Customer shall advise any third party that the Equipment is the property of the Company.

2.4. the Customer shall be responsible for the equipment whilst it is in the Customer's custody and shall indemnify the Company against loss or damage to the Equipment save that the Customer shall not be responsible for loss or damage attributable to the wilful act, fault or omission of the Company. It shall be the responsibility of the Customer to notify the Company immediately of any loss or damage to the Equipment.

2.5. Upon notification of a fault, the Company shall use its reasonable endeavours, during the Company's normal working hours to attend to such fault provided that the fault has arisen from normal use of the Equipment.

2.6. The Company shall have no responsibility for faults arising from:

2.6.1. the Customer's (or any other person acting for or on behalf of the Contractor) negligence or default; or

2.6.2. any act or omission associated with any other telecommunications system not run by the Company; or

2.6.3. any other cause beyond the control of the Company.

2.7. The Company shall have the right to charge the Customer in the event that the need for maintenance results from any of the events in Conditions 2.6 or where a fault has arisen (in the reasonable opinion of the Company) from non-normal use or maintenance by the Customer of the Equipment.

2.8. The Customer agrees not to carry out or procure the carrying out of any alterations, modifications, replacements, extensions, attachments, additions or otherwise after the Equipment has been installed except with the prior written consent of the Company, which consent will not be reasonably withheld. Any alteration and changes as aforesaid will if appropriate be carried out by the Company.

2.9. The Company reserves the right to charge the Customer for all costs incurred as a result of carrying out maintenance or repair works which in the Company's reasonable opinion is considered unnecessary.

2.10. Telephone numbers and Access Services remain the property of the Company and no intellectual property rights shall accrue. If applicable, usage payment rebates shall be deducted from any liability to the Company. Payments shall only be rebated to the Customer following receipt of equivalent funds to the Company from the appropriate licensed operator. Telephone numbers should not be published until testing is complete. Telephone numbers can be withdrawn from use and replaced with alternatives if requested by the customer, but without liability to the Customer.

2.11. Provision of services does not include business continuity facilities and the Customer must plan and make provision for such eventualities including but not limited to power outages and faults. The Company recommend Customers make appropriate business continuity plans for all scenarios. Customers must check on site communications with the emergency services.

3. Payment

3.1. The Customer shall pay the charges for the Service as stated in the tariff. All charges are exclusive of Value Added Tax. The Company tariffs are available on request. Installation and rental charges are payable in advance.

3.2. All charges payable under this Agreement shall be calculated by reference to data recorded or logged by the Company and not by reference to data recorded or logged by the Customer.

3.3. The Customer shall be invoiced monthly by the Company for all charges under this Agreement plus Value Added Tax. Payment is due within fourteen days of the invoice date. Installation, equipment and rental costs are payable in advance. The time of payment of all sums due to the Company under this Agreement shall be of the essence of the Agreement.

3.4. All sums due to the Company under this Agreement shall be paid in full by the Customer when due without any set-off or other deduction whatsoever.

3.5. The Customer shall pay any occasional Licensed Operator fees (including but not limited to BT) incurred by the Company as a result of providing services to the customer.

4. Use of Service

The Customer undertakes to use the Access Service in accordance with such additional conditions as may be notified in writing to the Customer by the Company from time to time and will not use the Access Services for illegal purposes. Where use is related to packaged and bundled options then a "fair use policy" is applicable in all circumstances. Customers will have the opportunity to restrict such use by the Company or pay extra according to use. The Company shall not be responsible for call charges resulting from fraudulent use of equipment or services by the Customer or any third party and the Customer agrees to pay all additional charges relating to such fraud.

5. Provision of Information

The Customer undertakes to promptly provide the Company, free of charge, with all information, documentation or other material and data and co-operation that the Company may reasonably require to enable it to proceed without interruption with the performance of its obligations under this agreement. This shall include but not be limited to information requested by the Customer from BT under a disclosure. Such information is important for the smooth provision of Access Services. Delays in information provided by the Customer or BT may delay the provision of services. The Customer shall ensure the accuracy of any information (whether written or oral) provided by the Company.

6. Availability

6.1. The Company will use all reasonable endeavours to ensure that the Access Services are available for the use by the Customer in accordance with the service standards for the time being set out in any appropriate service literature, subject to this agreement. The Company may (entirely at its own discretion) from time to time introduce, alter or withdraw compensation schemes should the Company fail to achieve the standard of service set out in any service literature.

6.2. The Company may at any time without notifying the Customer make any changes to the Access Service, which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Service.

7. Suspension or Withdrawal of Service

7.1 The Company may at its sole discretion elect to suspend forthwith the provision of the Access Service until further notice without liability to the Customer on notifying the Customer either orally, (confirming the same in writing) or in writing in the event that;

7.1.1 the Customer is in breach of any term of this Agreement;

7.1.2 the Customer prevents or delays pre-arranged maintenance from being carried out; or

7.1.3 the Customer is suspected in the Company's reasonable opinion, of involvement with fraud or attempted fraud or illegal activity in connection with the use of the Service.

8 Miscellaneous

By signing agreeing to this agreement the Customer is requesting that the Company adopt and/or install all telephone lines and associated call traffic disclosed under client authority. A BT Authority must be signed for information to be released about the BT Services the Customer currently uses and as an authority to transfer lines to the Company. The Company only uses OFCOM approved Licensed Operators for the installation, provision and maintenance of services. Target installation dates are subject to a survey by the OFCOM Licensed Operator. Actual installation dates and lead times are only indicative. Please allow extra time to take this into account. If additional costs are identified during a survey by an OFCOM approved Licensed Operator (like BT for example), then these costs must be paid by the Customer (sometimes in advance). Please note that quotations for such works are only estimates and costs may increase when the work is actually completed. Licensed Operator operational charges are passed onto the Customer in full and these may include but are not limited to any charges introduced because of governmental legislation or directives. The Company reserves the right to charge a reasonable management cost for Licensed Operator charges raised in any circumstances.

New and ported telephone numbers only become guaranteed when brought into service. There are risks that numbers can become unavailable during any changes due to technical reasons. Remember that your current service provider may charge you a termination fee should you end another contract early. The Company is unable to act on behalf of the Customer in respect of such matters. The Company cannot take responsibility for the Customer in any contractual matter with another party.

The Customer should regularly check call routing, line congestion and call usage, misuse and abuse. The Customer must pay for usage of services regardless of the circumstances of use and must make appropriate plans to prevent misuse and abuse. The Company provides monitoring services to help reduce the risk of call abuse, but these services are provided on a best endeavours basis and the Company is not able to underwrite the losses of the Customer in any circumstances. The Customer must take all precautions to protect themselves against this risk. The Company recommends all Customers use our Fraud Management Service to protect the Customer against criminal activity resulting in fraud.

Charges resulting from Customers issuing instructions concerning faults or ordering additional products and services direct with a Licensed Operator will be applied to the Customer's account (together with a Company management fee) for payment. Customers agree that issuing such instructions to the Licensed Operator denotes acceptance of any related costs charged by the Company.

For inclusive minutes and bundled agreements where cited, no calls are included that terminate outside the UK Mainland of England, Northern Ireland, Scotland and Wales.

For agreements that include free installations and introductory offers, then in the event of the agreement being prematurely terminated, the Company reserves the right to seek repayment of such incentives in full.

Payment by Direct Debit is a condition of this agreement. Cancellation or return of a Direct Debit presented for payment may result in the equivalent non-Direct Debit tariff being applied to the account without notification to the customer.

Data Connectivity, Satellite & WiFi Service Agreement

1.0. The Customer agrees:
To pay for part delivery of services to multiple sites on a pro-rata basis. For the avoidance of doubt where services are delivered to multiple sites then where a site is commissioned then that component of the network shall become payable as if it was a stand alone service.

1.1. To promptly to pay the service charges in all circumstances. If at any time they are in arrears in whole or in part then the Company shall be entitled to suspend all services hereunder until payment is made. Terms of payment are noted on each invoice.
1.2. If the equipment is to be connected to apparatus of BT or of other network providers to comply with all such providers requirements and at the Customer's expense to arrange the provision of any additional equipment specially required for the Customer's purpose.
1.3. To orally notify the Company immediately of any fault in the equipment or of any repair which may be necessary, and to provide the Company at all reasonable times with access to the equipment and allow it to carry out service of the equipment under the terms of this contract.
1.4. Not to maintain, service, repair, adjust or tamper with the equipment or wiring nor to allow any other person to do any such thing without the Company's prior consent. In the event of requiring any alteration to the equipment or wiring to give the Company 14-days written notice naming the person it wishes to carry out the work, and to comply with conditions below. Should any such alteration be affected by an agent not appointed by the Company, to allow the Company the right of inspection of that work which should be carried out in accordance with any code of practice and standards. Should the work be found to be unsatisfactory to remedy the defects within 30-days of inspection or pay the Company's charges for effecting the remedy. Any breach of this condition may result in this contract being terminated by the Company, if the Company so desires.
1.5. To pay the Company's charges for reprogramming and/or services required as a result of instructions, acts or omissions effected by the Customer or his agent – including those demanded by any relevant statutory or commercial authority.
1.6. That if applicable, labour charges will include a callout fee and an hourly rate for time. Labour charges apply to works undertaken either remotely or on site and are rounded up to half-hour increments.
1.7. To reasonably cooperate with the Company to resolve faults without physically attending the site. This may include but is not limited to remote diagnostics, liaising with the Company over the telephone, dispatching (at own expense) and receiving equipment by post/courier and fitting simple equipment.
1.8. To pay any service charges levied when no faults were found with the equipment after investigation, despite a fault being reported.
1.9. To pay any service charges levied where a site visit has been undertaken but the Customer has been unable to provide access to the equipment or provide a person with knowledge of the reported fault resulting in any Company servant, agent or sub-contractor leaving site without works being undertaken.
1.10. To sign an Attendance Report when work had been undertaken denoting that the Customer had tested equipment to his satisfaction - unless otherwise indicated on the Attendance Report when signed on the day of completion. If an Attendance Report is not available to be signed then the Customer will inform the Company in writing if works had not been completed to his satisfaction. To be received within 2-days of completion.
1.11. For the avoidance of doubt, agrees to pay all labour charges in respect of fitting all parts – whether replacement, faulty or otherwise, when this agreement relates to replacements parts only.
1.12. To warrant to the Company that the way our Services are used will not directly or indirectly infringe the legal rights of others. The Company's remedies under this warranty will continue to be available after completion of the Account application process notwithstanding any subsequent surrender or cancellation. You indemnify the Company and its management against any claim that the Service or the manner in which the Account is directly or indirectly used infringes the legal rights of any third party (except for claims arising from the Company's own negligence or breach of the Terms and Conditions of this agreement); and indemnify them against all reasonable costs and expenses, however they may arise, incurred in defending or dealing with such a claim. You acknowledge and agree that the Company neither endorses the contents of any of your e-mail communications nor assumes responsibility for any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (1) send and receive messages; (2) conform to connecting networks technical requirements; (3) conform to the limitations of the Company's e-mail Service; (4) conform to other similar requirements. You are solely responsible for the content of your Account, including but not limited to, e-mail, web-pages and business and product details. In respect of such content, you agree to: (1) comply with UK law regarding the material presented; (2) not use the Company's Services to present illegal material for illegal or immoral purposes. You agree not to use the e-mail Service for chain letters, junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in the process.
1.13. The Company has a Fair Usage policy and the Customer will pay any additional charges for bandwidth usage that does not comply with this policy or restrict use in the alternative.
1.14. No property rights accrue in any IP addresses and such addresses may be withdrawn at anytime without recourse by the Customer.
1.15. Words in this Service Agreement shall have the same meanings as set out in the General Terms and Conditions of the Customer's Contract ("**Conditions**"). This Service Agreement includes the Conditions.

2.0. The Company agrees (subject to clause 5):

2.1. To be available to repair the equipment located at the installation address in the schedule (or at such other address as may be agreed in writing by the Company remotely or otherwise and in accordance with the terms and conditions of this contract) in efficient working order and during the continuance of the contract to execute by its servants, agents or contractors**:**

Without charge for replacement parts only (labour being charged in addition at prevailing rates)

to the equipment necessitated by fair wear and tear and/or, where provided by the Company or its servants or agents faulty materials, provided the Customer shall have duly notified the Company of such fault or necessary repair in accordance with clause 1.3 hereof. Such service is be provided according to the levels of service specified overleaf. Provided however that the Company or subsidiary thereof (without prejudice to the terms and conditions of this contract or the Customer's liability for payment of service charges) shall not be obliged to provide service if any such charges or subsidiary account is overdue.

2.2. At the expense of the Customer to provide service where failure of the equipment is due to mis-operation or failure of network provider's equipment and/or host systems and/or electricity supply service and/or electricity surge or fluctuation due to storms or adverse weather conditions or if any person not authorized by the Company to do so shall have tampered with the equipment.
2.3. At the request and expense of the Customer
2.3.1. To carry out any alterations to the equipment or extension wiring.
2.3.2. Upon receipt of 14-days notice as in section 1.4 above to allow the Customer's appointed agents to carry out alterations to the equipment or wiring. Such alterations to be in accordance with any current code of practice or industry standards. The Company reserves the right of inspection of such work and to charge for such inspections. If found to be unsatisfactory shall require the Customer to remedy the defect within 30-days of the inspection.
2.4. At the request and expense of the Customer to move the equipment to alternative premises where in the opinion of the Company suitable service and reception facilities exist provided the equipment does not thereby pass out of possession or control of the Customer.
2.5. To warrant any parts or replacement parts relating to equipment detailed in the schedule for 3-months from installation.
2.6. To warrant any labour only work not involving parts for a period of 4-weeks from when work commenced. Warranty period shall commence from the date of the first day of repairing a reported fault.
2.7. That if this agreement delivers a Satellite internet connection, the Company will do so in accordance with the same limitations imposed by the satellite operator that may include availability, distance and alignment in space. This is not under the control of the Company and such availability conditions shall be transferred down into this agreement. Satellite connections are only suitable for general internet browsing and not specialist functions that may include (but are not limited to) VPN and voice transmission or similar, were minimum standards are required for (but not limited to) latency and jitter. Where data down loads or Fair Usage limits are reached then service could be restricted until the end of the month or until additional capacity is purchased in the same month and/or for the remaining term of the agreement. Satellite services provided by the Company are not intended for resale or to pass through to other users for commercial gain by the Customer. The Customer is intended as the sole beneficiary of this Satellite service and without benefit to the Customer's customers. For Satellite services, replacement part facilities are only provided in accordance with manufacturer's warranty. Call out labour charges continue to be applicable in all circumstances and likewise for replacement parts outside of warranty.
2.8. To provide a Bronze Fault and Service Level Category unless otherwise specifically detailed in the sale agreement. Service is provided on a fix when broken basis and if additional support services are required then these shall be provided under a separate document and specifically referred to in the sale agreement.

3.0. Service Level Agreement:

The Company will use reasonable endeavours to monitor the network, which allows the rectification of faults. The Company will also provide;
3.1. A telephone fault line number for use during normal office hours, i.e. Monday to Friday, 09.00am – 17.00pm, excluding public holidays.
3.2. Should a fault develop, best endeavours will be used to rectify the fault from the time that the Company diagnoses the fault. The SLA applies to services provided under the control of the Company. The SLA does not include third party factors or influences. Further Service Level Categories are available and subject to contract.

4. Variations:
4.1. The Company will only increase the service charge payable hereunder unless the suppliers of the Company increase the costs of their connectivity infrastructure to the Company whereby a proportional increase shall be notified to the Customer. The Customer agrees to pay for these increases. There shall be no other increases until the end of the Initial Term whereby the increase in the charge shall not be greater than the rate of inflation as determined by the Average Earnings Index.
4.2. Any additional equipment supplied but not shown on the schedule overleaf will attract service charges at the Company's prevailing rates from the date of its supply and is subject to the terms of this agreement.
4.3. Where the Company has secured terms from a network supplier for the benefit of the Customer then this may vary the General Terms and Conditions of the Customer's Contract. Specifically this only relates to the notice periods required to end the Contract. Where a network supplier requires 3-mths notice rather than the standard 42-days notice prior to completion of the Initial Term or yearly anniversary thereafter normally stipulated by the Company to the Customer, then the 42-days notice shall be substituted by 3-mths notice. No other terms and conditions shall change and the Customer agrees to this overriding variation wherever applicable

5. Exclusions:
5.1. The Company shall not be liable for any delay in the execution of any work of installation, repair, replacement, alteration or removal of or to the equipment howsoever caused.
5.2. The Company shall not be liable for making good defects in the electricity supply, or other networks provider's services and connections and/or host systems. Service calls for these purposes will be charged to the Customers at the Company's standard rates.
5.3. The Company shall not be liable for repair of damage resulting from accident, transportation, neglect or misuse, failures of electrical power, surge of electrical power, electrical storms or causes other than ordinary use. Service calls for these purposes will be charged at the Company's standard rates.
5.4. The Company shall in no circumstances be liable for any failure or defective working of the equipment due to any fault or change in the electricity supply service and/or other network providers' equipment and/or host systems.
5.5. In no circumstances shall the Company be liable for any loss of profit, information, business or production or any other liability, loss or damage whether direct, indirect or consequential howsoever caused.
5.6. The Company shall not be liable for making good defects to the Customers telephone stations or other peripheral apparatus unless specified overleaf. Service calls for these purposes will be charged to the Customer at the Company's standard rates.
5.7. The Company shall not be liable under section 2.1 for costs of making good defects in cabling unless specified overleaf. In any event overhead and underground cabling will not be covered for this purpose will be charged to the Customer at the Company's standard rate.
5.8. The Company does not provide for the undertaking of any legislation that may require s service call reasons other than a reported fault in accordance with clause 1.3 hereof.
5.9. The Company shall not be liable under section 2.1 wherein its reasonable opinion parts or equipment have reached the end of their serviceable life, being no longer capable of economic repair and require replacement.
5.10. The Company shall not be liable for the repair or replacement of any items deemed as consumables by the Company or manufacturer. The Company shall not be liable for any loss or damage incurred by the Customer or any third party (including without limitation any loss of the equipment or loss or spoiling of the Customer's programmes or data) resulting from any breakdown or fault in the equipment unless such breakdown or fault is caused by the wilful misconduct of the Company.
5.11. The Company shall not undertake to conduct works in respect of wiring and cable not supplied by the Company.
5.12. The Company is not responsible for any faults or adverse effects caused by equipment, software or media not supplied by the Company, including but not limited to computer viruses.
5.13. The Company shall have no obligation or liability to the Customer where the functionality of the supplied equipment and/or software is dependant (partially or wholly) on the performance of equipment (including software) not provided by the Company under this contract.
5.14. Software upgrades are not included in this contract and thus upgrades are payable by the Customer.
5.15. The Company does not include cordless handsets within this contract for service.
5.16. The Company does not include toll, access or similar transport taxes in this agreement. The Company reserves the right to invoice and annual surcharge in respect of these costs.
5.17. LEASED LINE ADDENDUM ONLY. SPECIFICALLY FOR LEASED LINES, TERMINATION NOTICE PERIODS SHALL BE 90 DAYS AND NOT 42 DAYS. 90 DAYS SHALL TAKE PRECEDENCE IN SECTION 2.1 OF THE GENERAL TERMS AND CONDITIONS OF CUSTOMERS CONTRACT. ALL OTHER TERMS UNDER SECTION 2.1 IN THE GENERAL TERMS SHALL REMAIN UNCHANGED.

Hosting Agreement

1.0. Responsibilities of the Company and Conditions:
1.1. The Company shall use its reasonable endeavours to ensure that the Hosting Service is available for 99.5% ("Target Uptime") of the time and materially error free. This excludes planned outages or outages due to the acts or omissions of the Customer.
1.2. In pursuit of the above the Company will use reasonable endeavours to provide the following:
Emergency power back-up and connectivity infrastructure.
Smoke detection and automated power shutdown to each cabinet to mitigate the risk of fire.
Security procedures to mitigate the unauthorized entry by third parties.
Automated alarms identifying unplanned outages via e-mail.
1.3. Provide Customers with the following communications during outages via e-mail:
Notify the Customer of outages due to equipment failure via e-mail.
Provide a 24-hour point of contact during outages via e-mail.
1.4. Provide Customers with the following for emergency use:
Workshop space if available with power and connectivity facilities for 1-day and thereafter daily charges based on the Company's then time and material charges shall apply.
Temporary non-secure storage if available (2-days) for equipment pending installation/removal in the Data Centre. Daily charges based on the Company's then time and material charges will apply thereafter.
24 X 7 access into the Data Centre within 6-hours of our response to an emergency outage caused by failure of the Customer's equipment.
1.5 The Company will order the installation of a new circuit (at similar pricing to BT) on the Customer's behalf when required to deliver a Service reliant on such a circuit – unless otherwise stated in writing by the Customer prior to planning the installation. The Company will invoice the Customer for the installation cost and rental and the Customer agrees to pay this cost. The Contract duration with the Company for the circuit will be the same as this Contract. The Company terms and conditions shall apply in respect of the circuit and its installation and copies are available on request. When in agreement the circuit will be installed in accordance with the Customer's instructions.
1.6 The Customer shall pay an initial payment of 40% with the Order, 50% on delivery of the Equipment to the relevant site and 10% on completion of the installation of the Equipment. If the Company is not responsible for installation then the balance of 60% shall be payable on delivery.
1.7 Words in this Hosting Agreement shall have the same meanings as set out in the General Terms and Conditions of the Customer's Contract ("Conditions"). This Hosting Agreement includes the Conditions.

2.0. Responsibilities of the Customer:
2.1. You agree to pay all charges monthly in advance within 7-days of receipt of an invoice from the Company. Invoices will be issued for Services (whether used or not) from when provision first becomes available or when 6-months have lapsed from the order being accepted, whichever is the sooner. All charges are payable by the Customer by Direct Debit without deduction, condition, set-off or claim.
2.2. You agree that you will:
2.2.1. comply with any reasonable instructions or directions issued by the Company from time to time in respect of Services, including but not limited to visitation procedures, requests for information, security procedures, systems administration and equipment installation.
2.2.2. conform to such protocols and standards as are issued from time to time in respect of the use of Services..
2.2.3. indemnify the Company against any costs, claims, damages and expenses incurred by the party resulting from your acts or omissions in respect of Services, including but not limited to infringement of intellectual property rights.

2.2.4. comply with all applicable laws, regulations and best practice in respect of Services.
2.2.5. insure all risks including but not limited to equipment and any public liability.

2.2.6. acknowledge that (saves as expressly stated hereunder) the responsibility for the operation of all customers' equipment located in the Data Centre remains entirely with the Customer.
2.2.7. no alter, interfere or remove the Company's equipment.
2.2.8. not use equipment for criminal purposes, to send or receive material that was not solicited, objectionable or breaches in law. The Customer is solely responsible for content and operation/use of the equipment co-located.
2.2.9. move Customer's equipment at no cost to the Company when the Company wishes to restructure the Data Centre for whatever reason provided that such restructure does not materially impact on the Services provided to the Customer.
2.2.10. accept that suspension of Services may occur in the event of any act or omission contravening obligations under this Contract.
2.2.11. pay for any Services requested from the Company not scheduled in this Contract and including but not limited to engineer's time at the Company's prevailing time and material rates.
2.2.12. accept that Hosting Services do not include management and maintenance of the Customer's equipment and that this responsibility remains with the Customer at all times.
2.2.13. keep secure any identification and passwords used and accept any liability relating to unauthorized use.
2.2.14. warrant and indemnify the Company that the way our Services are used will not directly or indirectly infringe the legal rights of others. The Company's remedies under this warranty will continue to be available after completion of the Account application process notwithstanding any subsequent surrender or cancellation. You indemnify the Company and its management against any claim that the Service or the manner in which the Account is directly or indirectly used infringes the legal rights of any third party (except for claims arising from the Company's own negligence or breach of the Terms and Conditions of this agreement); and indemnify them against all reasonable costs and expenses, however they may arise, incurred in defending or dealing with such a claim. You acknowledge and agree that the Company neither endorses the contents of any of your e-mail communications nor assumes responsibility for any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby. You acknowledge and agree that certain technical processing of e-mail messages and their content may be required to: (1) send and receive messages; (2) conform to connecting networks technical requirements; (3) conform to the limitations of the Company's e-mail Service; (4) conform to other similar requirements. You are solely responsible for the content of your Account, including but not limited to, e-mail, web-pages and business and product details. In respect of such content, you agree to: (1) comply with UK law regarding the material presented; (2) not use the Company's Services to present illegal material for illegal or immoral purposes. You agree not to use the e-mail Service for chain letters, junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in the process.

2.3. The Customer acknowledges that the Hosting network and equipment may from time to time be inoperative or partly operational as a consequence of a mechanical or technical breakdown, emergency maintenance, hardware or software upgrades, telecommunication connectivity problems or other causes. In the event of any such interruptions the Company shall notify the Customer as soon as reasonably practicable of any such interruptions to its ability to provide the Services and shall use its reasonable endeavours to restore the Services to proper operational capacity as soon as reasonably practicable.

2.4. It is expressly agreed and understood by the Customer that the Company:
2.4.1. is not in any way liable or responsible for selecting, advising in connection with the selection of, procuring, delivering, installing or paying for, or (notwithstanding anything to the contrary in this Agreement) for the performance or non-performance of the content or non-performance of, any third party hardware, software and/or services (or any part thereof) or for any unavailability or non-performance of the web site other than in accordance with the Services;
2.4.2. shall not be responsible for the provision or maintenance of any external operating environment, infrastructure or telecommunication links which are used directly or indirectly in the provision of the Services and the parties hereby agree that any failure of the same shall not render the Company in breach of its obligations hereunder;
2.4.3. is not responsible for alteration, addition, deletion or replacement of any content or web pages in respect of the web sites;
2.4.4. is not responsible (unless otherwise agreed in writing) for any domain name registration, search engine or key word registration services and/or the provision of web site statistics unless specified as part of the Order.

3.0. Service Level Categories – see below

Hosted and Cloud Based Services (includes but not limited to E-mail, Video Conferencing and Spam/Content/Virus Protection)

"Acceptable Use Policy"	Means the company policy for the Customers use of Services, as set out by the Company and may be amended by the Company from time to time.
"Customer Material"	The Customers data loaded, received, maintained or transmitted by The Company on the System for the Customer under these Terms;
"License Terms"	The Licensing conditions and restrictions of the Software manufacturer, supplier or licensor, including (but not limited to): Microsoft Software, the licensing conditions available on request Other Software, the licensing conditions available on request;
"Software"	All machine readable data and instructions, including middleware and firmware and related updates and upgrades, licenses materials, user documentation, user manuals and operating procedures used or in the provision of, or the for the Customer to access, the Services;
"The Servers"	The Company's server(s) used for the purpose of providing the Services;
"The Services"	As per the Service Description for each element of the Services, available on request;
"Service Description"	The description of component services, available on request;
"The SLA"	The Service Level Agreement for the Services, available on request;
"System"	The equipment (hardware, software etc) belonging to or used by The Company and which provides a link to the World Wide Web via the Internet.

1.2 The Company shall supply the Services in accordance with the provisions of these Terms.
1.3 The Company shall supply the Services in accordance with applicable Service Description for each element of the Services and the SLA for the Services. The Service Description for each element of the Services will be set out by the Company and may be varied from time to time.
1.4 The Company reserves the right to control, direct and establish technical procedures for the use of the Server and provision of the Services and the Company may make reasonable operational changes to the Services without prior notice when necessary.
1.5 The Company has obtained and shall use its reasonable endeavours to ensure that it retains all necessary consents, licenses or certifications required for the provision of the services.
1.6 The Company shall use reasonable care and skill when providing Services but does not guarantee that the Services shall be continually available to the Customer. There may be occasions when Services are disrupted through an error or act of the Customer or another third party or, circumstances outside the reasonable control of the Company ("Service Disruption"). In the event of unavailability of Services to the Customer, other than in the case of Service Disruption, the Company shall reimburse the Customer ("Service Credit") as follows:

25%	Between 99.00% and 99.5%
50%	Between 95.0% and 98.9%
100%	Less than 95.0%

This is a percentage applicable to the calendar monthly cost of the service affected.
1.6.1 The service availability calculation excludes standard Exchange Server cluster failovers
1.6.2 Service level data is based on data collected over whole calendar months.
1.6.3 The Service Credit shall be the sole remedy to the Customer in respect of the unavailability of Services.
1.7 The Company shall, either on its own reasonable judgement, or on request by the Customer or Customers, promptly suspend availability of the Services over the Internet. The Company shall likewise, on its own reasonable judgement or on request by the Customer or Customers, promptly resume the provision of the Services following such suspension.
1.8 The Company shall maintain reasonable safeguards against the destruction, loss or unauthorised alteration of Customer Material, and shall maintain reasonable security procedures to restrict the destruction, corruption or unauthorised access to the Customer's Material, including back up material.
1.9 Customers will at all times implement and use appropriate virus-protection procedures on "Customer Material".

2. Conditions of the Supply of the Services by The Company
2.1 The Customer acknowledges that the Customer will be responsible for obtaining and maintaining the Customer's own compatible computer system being all such equipment, software and communication lines, including any public lines required by the customer to access the Services ("Customer's Equipment). The Company has no responsibility for or liability with respect to the Customer's Equipment.
2.2 All software made available for use by the Customer under these Terms is provided subject to the License Terms and that all Customers accept the License Terms.
2.30 The Services are supplied subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of the Services shall include without limitation:
2.30.1 Obtaining or attempting to obtain, the Services by rearranging, tampering with, or making connection with any facilities of The Company, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or part, of the regular charges for the Services;
2.30.2 Attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and or information of The Company or of another customer of The Company;
2.30.3 Using the Services in such a manner as to interfere unreasonably with the use of the Services by any other user or authorised person.
2.4 The Company shall take reasonable steps to protect the Customer's information, however the Customer acknowledges that the internet is not secure and accordingly that the Company cannot guarantee the privacy of the Customer's Information.
2.5 The Company shall make it a condition on the Customer that the Customer shall use the Services in accordance with the Acceptable Use Policy of the Company and in particular (but without limitation) the Customer shall not:
2.5.1 Send any message, email or other communication which, under the laws of England and Wales or, where appropriate, under international laws, conventions, codes or regulations applicable to the internet;
2.5.2 Is in breach of those laws, codes or regulations including but not limited to infringement of copyright and other intellectual property rights ("IPRS"), defamation, theft, fraud, drug trafficking, money laundering and terrorism;
2.5.3 May incite violence, sadism, cruelty or racial hatred;
2.5.4 May facilitate prostitution or paedophilia;
2.5.5 Is pornographic, obscene, indecent, abusive, offensive or menacing;
2.5.6 Knowingly create and or introduce any malware, virus, worm, Trojan horse or other destructive or contaminating program or advise any other party how to do so;
2.5.7 Invade the privacy or other users of the Services or the Internet, for example by sending unsolicited emails ("Spamming") nor collect or transfer personal data on individuals without their consent.
2.6 The Company shall make it a condition upon the Customer that the Customer shall use an up-to-date virus scanning program on all the Customers Material.
2.7 The Company shall procure that the Customer maintains confidentiality of its login names, passwords, and other confidential information relating to the Customers access to the Services.
2.8 Where applicable, the Company shall maintain confidentiality of login names, passwords and other confidential information relating to The Services.
2.9 The Customer acknowledges that The Company does not operate or exercise control over, and accepts no responsibility for the content of the Customer's Materials received on the System.

3. Professional Services
3.1 Where required by the Customer, the Company shall provide professional services as agreed between the Company and the Customer ("Statement of Work") in addition to and to compliment the Services.
3.2 The Statement of Work shall set out:
3.2.1 The scope of the professional services to be provided by the Company
3.2.2 The deliverables by The Company to the Customer;
3.2.3 The period during which the professional services are to be delivers or the date by which deliverables will be delivered to the Customer;
3.2.4 The specification of the professional services to be delivered;
3.2.5 The conditions upon which professional services will be delivered to the Customer by the Company;
3.2.6 The acceptance tests to be carried out (if applicable) in respect of the professional services;
3.3 No Statement of Work shall be binding until signed by both the Company and the Customer;
3.4 The Company shall perform the professional services in a professional manner and with due care and skill.
3.5 Each party acknowledges that the scope and specification of the professional services may be subject to change subsequent to the commencement of the professional services. Variation to the Statement of Work shall be agreed between The Company and the Customer and confirmed in writing ("Change Order") by both parties.

4. Virus and Spam Protection
4.1. Where the Service being provided relates to Spam and Virus protection (or similar) then the conditions of supply to the Customer are determined by the Supplier's terms and conditions to the Company. These terms are passed down to the Customer on a like for like basis. On occasion the Company's Supplier may change and likewise the related terms and conditions may also change at short notice. The Company will provide details of these terms and conditions on request from the Customer.
4.2. For the avoidance of doubt, it remains important for the Customer to note the general principle that Spamming and Virus Protection is a risk management service. This service protects against known Spamming and Virus Risks (or similar) but on rare occasions sometimes new risks appear before detection and measures can be updated and incorporated into this Service. When this agreement is signed the Customer fully acknowledges this risk and will not hold the Company responsible, accountable or liable in any way for the consequences of such circumstances.

StoreiP Agreement

1.0. Basis of Sale

1.1. Agreement means these terms that apply to the supply of Equipment and Services, any Supplemental Agreement and any amendments to these terms or the terms that apply to the supply of Additional Services agreed with the Customer both from commencement and during the Initial Term. Words in this storeIP™ Agreement shall have the same meanings as set out in the General Terms and Conditions of the Customer's Contract ("**Conditions**").

1.2. storeiP™ means the provision of shared Storage Area Network Service space in the Company's Data Centre that allows the Customer to remotely store data from whatever source decided by the Customer. storeiP™ must not be used for any other purpose by the Customer and such deviation will only be granted in writing by a Director of the Company. storeiP™ is a Service.

2.0. Responsibilities of the Customer and Conditions:

2.1. You agree to pay all charges monthly in advance within 7-days of receipt of an invoice from the Company. Invoices will be issued for Services (whether used or not) from when provision first becomes available or when 6-months have lapsed from the order being accepted, whichever is the sooner. All charges are payable by the Customer by Direct Debit without deduction, condition, set-off or claim.

2.5. You agree that you will:

2.5.1. comply with any reasonable instructions or directions issued by the Company from time to time in respect of Services, including but not limited to visitation procedures, requests for information, security procedures, systems administration and equipment installation.

2.5.2. conform to such protocols and standards as are issued from time to time in respect of the use of Services..

2.5.3. indemnify the Company against any costs, claims, damages and expenses incurred by the party resulting from your acts or omissions in respect of Services, including but not limited to infringement of intellectual property rights.

2.5.4. comply with all applicable laws, regulations and best practice in respect of Services.

2.5.5. insure all risks including but not limited to equipment and any public liability.

2.5.6. acknowledge that (save as expressly stated hereunder) the responsibility for the operation of all Customers' equipment located in the Data Centre remains entirely with the Customer.

2.5.7. not alter, interfere or remove the Company's equipment.

2.5.8. not use equipment for criminal purposes, to send or receive material that was not solicited, objectionable or breaches in law. The Customer is solely responsible for content and operation/use of the equipment co-located.

2.5.9. move Customer's equipment at no cost to the Company when the Company wishes to restructure the Data Centre for whatever reason provided that such restructure does not materially impact on the Services provided to the Customer.

2.5.10. accept that suspension of Services may occur in the event of any act or omission contravening obligations under this Contract.

2.5.11. pay for any Services requested from the Company not scheduled in this Contract and including but not limited to engineer's time at the Company's prevailing time and material rates.

2.5.12. accept that storeiP™ Services do not include management and maintenance of the Customer's equipment and that this responsibility remains with the Customer at all times. The Customer remains responsible for all aspects of interfacing (including the management thereof) the Customer's own systems and equipment with storeiP™.

2.5.13. keep secure any identification and passwords used and accept any liability relating to unauthorized use. This includes but is not limited encryption keys. Loss of such material may result in data losses and reinstallation charges.

2.5.14. warrant and indemnify the Company that the way our Services are used will not directly or indirectly infringe the legal rights of others. The Company's remedies under this warranty will continue to be available after completion of the Account application process notwithstanding any subsequent surrender or cancellation. You indemnify the Company and its management against any claim that the Service or the manner in which the Account is directly or indirectly used infringes the legal rights of any third party (except for claims arising from the Company's own negligence or breach of the Terms and Conditions of this agreement); and indemnify them against all reasonable costs and expenses, however they may arise, incurred in defending or dealing with such a claim. You acknowledge and agree that the Company neither endorses the contents of any of your stored e-mail communications nor assumes responsibility for any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby. You are solely responsible for the content of your Account, including but not limited to stored, e-mail, web-pages and business and product details. In respect of such content, you agree to: (1) comply with UK law regarding the material presented; (2) not use the Company's Services to present illegal material for illegal or immoral purposes.

2.6. The Customer acknowledges that the storeiP™ network and equipment may from time to time be inoperative or partly operational as a consequence of a mechanical or technical breakdown, emergency maintenance, hardware or software upgrades, telecommunication connectivity problems or other causes. In the event of any such interruptions the Company shall notify the Customer as soon as reasonably practicable of any such interruptions to its ability to provide the Services and shall use its reasonable endeavours to restore the Services to proper operational capacity as soon as reasonably practicable. Access at any time to the storeiP™ is not guaranteed.

2.7. It is expressly agreed and understood by the Customer that the Company:

2.7.1. is not in any way liable or responsible for selecting, advising in connection with the selection of, procuring, delivering, installing or paying for, or (notwithstanding anything to the contrary in this Agreement) for the performance or non-performance of the content or non-performance of, any third party hardware, software and/or services (or any part thereof) or for any unavailability or non-performance of storeiP™ other than in accordance with the Services;

2.7.2. shall not be responsible for the provision or maintenance of any external operating environment, infrastructure or telecommunication links which are used directly or indirectly in the provision of the Services and the parties hereby agree that any failure of the same shall not render the Company in breach of its obligations hereunder;

2.7.3. is not responsible for alteration, addition, deletion or replacement of any data.

2.7.4. is not responsible for the adequacy and accuracy of all the information and data input to storeiP™ by the Customer when using the Service. The Company is not responsible for the consequences of any actions or omissions of the Customer (whether foreseen or not) when using storeiP™.

2.7.5. that the Customer (or agent thereof) is responsible for collecting and reloading data on the Customer's own systems. The collection of data at a time (approximations only and such time is not of the essence) and place is strictly determined by the Company' in all circumstances.

2.7.6. that storeiP™ is intended for use and access within the jurisdiction of the laws of England and Wales and thus the Company does not imply the Service meets the regulatory regime of any other jurisdiction. The Customer is responsible for compliance with local laws including but not limited to Data Protection.

2.8. The Customer will not, nor assist, authorise or encourage any third party to reverse engineer, decompile, disassemble or modify storeiP™ or related software or otherwise attempt to discover any source code relating to the Service; or distribute, license, rent sell, lease or transfer storeiP™ or related software; or remove, obscure or alter any notice of copyright, trade mark or other proprietary notices present during access.

2.9. The Customer must check the integrity of the data being stored every time a data update is executed.

2.10. The Customer fully indemnifies the Company where the Customer causes a security breach (or is thought to have caused in the reasonable opinion of the Company) and/or infects the Company's systems by the transmission of computer viruses or a similarly disruptive agent(s).

2.11. The Customer will provide an accurate written specification of system configuration, down-loading and up-loading requirements including but not limited to administration and security requirements and file extension suffix types. The Customer acknowledges that storeiP™ will not always be able to recognise or process new types of extension file suffixes. The Customer accepts and understands the responsibilities of retaining complete control of the use of storeiP™ including but not limited to business rules, upload and download policies, status checking and the initiation of restore requests.

3.0. Responsibilities of the Company:

3.1. The Company shall use its reasonable endeavours to ensure that the storeiP™ Service is available for 99.5% ("Target Uptime") of the time and materially error free. This excludes planned outages or outages due to the acts or omissions of the Customer.

3.2. In pursuit of the above the Company will use reasonable endeavours to provide, emergency power back-up, smoke detection and automated power shutdown to storeiP™ Services to mitigate the risk of fire, security procedures to mitigate the unauthorized entry by third parties and automated alarms identifying unplanned outages.

3.3. The Company shall use reasonable endeavours to source software licences to provide storeiP™ Services. However, the Customer acknowledges that should such software licences become unavailable to the Company, then the Agreement may be terminated by the Company without recourse by the Customer.

3.4. The Company shall use reasonable endeavours to provide storage hardware devices and to make available sufficient shared data space for storeiP™ Services in the capacity noted in the Agreement.

3.5. The Company is able to provide connectivity to storeiP™ Services where specifically contracted and paid by the Customer, otherwise remaining the responsibility of the Customer.

3.6. The Company shall provide technical support services either on site or remotely to the Customer at the prevailing rates of the Company at the time of delivery.

3.7. The Company shall use reasonable endeavours to encrypt stored data using the software systems within storeiP™.

3.8. The Company shall use reasonable endeavours to prevent access and disclosure of encrypted data within storeiP™ by Company employees.

4.0. Service Level Categories – see below

Fault & Service Level Categories for Leased Lines, Hosting and StoreiP

As set out in the relevant Order, the Company will provide the Services. Details of the relevant Fault Support Services are set out below:

3.1. Bronze Monday to Friday. 8am to 6pm. Excluding Public Holidays
3.2. Silver Seven day fault service. 8am to 6pm. Excluding Public Holidays
3.3. Platinum 4-hour fault response, 24-hour, 7-day service. Remote 24 x 7 fault support

The Company will use best endeavours to make available fault and other support Services to the Customer during these times. The Customer shall be entitled to call on these Services only when all debts to the Company have been paid in full (including but not limited to the premium for the Seal Service Category in the Customer Order). The Customer accepts that payment for the above allows access to the Service, but all labour (whether on site or not), call out charges, travel and miscellaneous costs shall be paid in addition at rates determined by the Company for fault resolution or other support Services. In all instances, the first response shall be on a remote basis and by telephone. If the Customer does not subscribe to a Seal Service Category above then Services shall only be conducted remotely and by e-mail. The response time shall commence from when the Company investigates an incident and confirms there is a fault. The Company shall make the final decision to determine if the incident where support is requested is a fault that is the responsibility of the Company due to Equipment and Services supplied under this Agreement; or is a matter (fault or otherwise) that is not the responsibility of the Company. If non-fault Service support is required after 6pm and before 8am or at week ends or Public Holidays, then 5-working days written notice is required from the Customer to be accepted in writing by the Company before work commences. Service support cannot be provided outside normal office hours without the requisite notice and Seal Service Category being in place.

Business Mobile Airtime Agreement

Definition in the Agreement Terms

'SUBSCRIBER'	means the Customer.
'NETWORK'	means any telecommunications network available from The Company.
'SERVICES'	means the telecommunications services provided by means of the Network.
'CALL CHARGE'	means a predetermined charge unit of time costed at the rates set out in the Tariff Sheets published by The Company from time to time, which are available on request from The Company.
'CONNECTION CHARGE'	means the relevant one-off sum to be charged for connection to the Service.
'CONNECTION'	means the connection of the Mobile Phone/SIM Card to the Network.
'CONNECTION DATE'	means the date of connection.
"INCLUSIVE MINUTES"	means UK geographic and UK mobile destination numbers included in a fixed fee tariff. Inclusive minutes Contracts may have tariffs reviewed or Contract terminated without recourse by the Company where Customer usage does not sustain the tariff in place.
'INVOICE DATE'	means the same date as appears on the invoice raised by The Company.
'MONTHLY CHARGE'	means the relevant sum for access to the Network and provision of certain Services as set out in the Contract under Service Information and Charges, or any additional Services requested.
'SIM CARD'	means the Subscriber Identity Module, which is a unique card containing information and when used with a Digital Mobile Phone, enables access to the Services.
`SERVICE PROVIDER`	means such provider or Mobile Network Operator as the Company may agree to from time to time.
'DIGITAL MOBILE PHONE'	is the equipment used on the Digital GSM Specification Network.
'EQUIPMENT/DEVISE SUBSIDY'	means the subsidy applicable to any item of equipment for the relevant minimum period.
'DISCONNECTION NOTICE"	means a notice to disconnect one or more items of equipment or devices from the wireless service.
'CREDIT LIMIT'	means a monthly financial limit applied for charges incurred under this Agreement.
'GROUPWORKER SERVICE'	means the Service more particularly described in the price list/ proposal which uses certain wireless extension technology and that enables certain devices pursuant to the terms of this agreement to operate as part of the Customer's wireless virtual private network.
'INITIAL TERM'	means the number of months stated overleaf during which you agree to take the Service from The Company commencing on the date of connection, port, migration or upgrade of equipment.
'MINIMUM PERIOD'	means in respect of each item of equipment the term stated overleaf from the commencement date or the date of supply of new or upgrade of such equipment or the date of a port or migration (whichever is the later).
'TERMINATION FEE'	means the Line Rental Charges to the end of the Minimum Period (as detailed in 10.2) in respect of each device or SIM Card disconnected from the wireless service, and if appropriate any additional fees which may arise from network charges. Early termination can only be agreed between the Customer and the Company with network approval.
'TERMINATION NOTICE'	means the notice to terminate this Agreement served pursuant to clause 11 which should be submitted in accordance with the Termination Notice process and using the Termination Notice Form or as may otherwise be made available to the Customer by the The Company Customer Services Desk.
'VALUE ADDED SERVICES'	means the value added services such as installations, insurance, field services, repair etc as may be made available from time by The Company to the Customer on non discriminating basis and details of which appear on the Price List.
'SYSTEM'	means the cellular GSM UK Network

1 Agreement for the Sale and Purchasing of Equipment

1.1 The Company agrees:

1.1.1 To use its reasonable endeavours to ensure that all equipment when delivered is in full working order; and performs in accordance with the manufacturer's description and specification.

1.1.2 Its obligation to sell and supply equipment shall cease as and from the date of the Termination Notice (although The Company may thereafter sell and supply equipment at its discretion).

1.1.3 Words in this Equipment Agreement shall have the same meanings as set out in the General Terms and Conditions of the Customer's Contract ("**Conditions**"). This Equipment Agreement includes the Conditions.

1.2 Acceptance of the equipment by the Customer shall take place when the Customer takes delivery or possession of the equipment.

1.3 Where equipment is provided to the Customer on a free of charge or rental basis, then notwithstanding delivery and acceptance of the equipment title in the equipment shall remain with the Company until the Minimum Period is served. Following any upgrade of equipment or disconnection the equipment from the wireless service The Company shall reserve the right to request the safe return of the equipment from the Customer to The Company. The Customer shall keep the equipment in good working order during the period of use by the Customer.

1.4 The Company reserves the right to charge the Customer any applicable replacement or repair charges as set out from time to time in the Price List/Proposal for any equipment that is not returned to The Company in accordance with the provisions of this clause.

1.5 Notwithstanding clause 1.2, risk in the equipment will pass to the Customer upon delivery who will be liable for any loss or damage of the same and from the time when the equipment is delivered to the delivery location specified in the sales order/proposal unless the damage is caused by the negligence of The Company or any third party used by The Company.

2 Agreement for the sale and purchase of Airtime, Group Worker, Wireless Service and any Additional Wireless Services

2.1 The Customer agrees;

2.1.1 That any telecommunications equipment provided by The Company for the purpose of providing The Company airtime service shall remain the property of The Company and the Customer shall be responsible for its proper use. If any part of such telecommunication equipment is lost or destroyed, (except for fair wear and tear) the Customer shall pay The Company its replacement value. The Customer shall not interfere with or permit any third party to interfere with such telecommunication equipment.

2.1.2 If any cellular Connection is not being used for commercial purposes which include chargeable calls or data transmission during the first 90 days following the date of connection then The Company shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that Connection.

2.2 The Customer agrees in using the SMS Services:

2.2.1 Via the Customer's The Company airtime or other leased, or indirect access to a device which is not connected to the Company airtime my incur additional inter-connect charges in respect of transfer of messages to another mobile network operator service and The Company reserve the right to invoice the Customer, and the Customer agrees to pay such charges.

2.2.2 That each device or equipment is capable of receiving SMS text messages which may originate from a variety of sources and where The Company are acting as a Service Provider and as much as has no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to the Customer's equipment or device, which originate from such sources.

2.3 The Company agrees to endeavour to supply a reliable service of engineers for Services rendered by the Company. The Company will not be responsible for any repairs or equipment failed to work when third party engineers have been designated to complete a job requested by the Customer or any party with authority to the mobile account.

2.4 The Company will not be responsible for any loss of Service or business, if any third party supplier does not show for the job or the job is not of high calibre. The Company is only the supplier for the Service rendered and will not be responsible for any damages.

2.5 The Company may amend the tariffs as set out in The Company's published tariffs and this document by giving written notice. Where the change is due to a change in the rates payable by or to The Company, The Company will provide as much notice as possible. In all other cases, The Company will provide four (4) weeks notice.

3. Delivery and risk of equipment

3.1 Property in goods: The goods shall remain the property of The Company until paid for in full by subscriber and the Initial term is completed.

3.2 A 20 % re-stocking fee will be charged for non-defective products returned by the Customer. Returning equipment has to be accompanied by all accessories & original undamaged outer packaging for a credit note to be issued.

3.3 Upon receipt of goods by a Customer or any representative of, if a product shortfall, alleged defect or discrepancy is identified then The Company must be notified within 2 business working days of receipt otherwise a claim for product shortfall will not be valid.

3.4 Except as expressly provided in this agreement by The Company all warranties, conditions of terms, (whether expressed or implied by statute or common law or otherwise) as to the quality of their Services or their fitness for any particular purposes are hereby excluded to the fullest permitted by law.

3.5 The Company shall not be liable for any indirect or consequential cost, claims damages or expenses arising out of the any negligent or tortuous act or omission or any breach of contract or statutory duty.

3.6 The Company shall not be liable to the Subscriber or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond the reasonable control of The Company.

3.7 Nothing herein shall have the effect of excluding or restricting the liability of The Company for death or personal injury resulting from its negligence.

3.8 The Company reserve the right to charge carriage in circumstances where the subscriber refuses to accept delivery of goods supplied by The Company in response to a duly authorised order received from the subscriber.

4 Service Standards

4.1 The Customer acknowledges that The Company is entirely dependant on its suppliers and the Network operators in relation to the quality of airtime, in terms of line clarity and call interference; and the geographic extent of the airtime coverage, and local geography, topography and / or atmospheric conditions and/or other causes of physical electromagnetic interference that may from time to time adversely affect the provision of airtime both in the UK and abroad.

4.2 The Company may, where ever reasonable from time to time and without notice suspend the wireless services and provision of customer services and at its discretion suspend the provision of the wireless service to the device in any of the following circumstances without prejudice to its right hereunder, provided that it shall use reasonable endeavours to restore the wireless service and reconnect the device as soon as reasonably practicable:

4.2.1 During technical failure, modification or maintenance of the telecommunication systems by which the wireless service are provided; and

4.2.2 During technical failure, modification or maintenance of The Company systems by which the customer service and;

4.2.3 If the Customer fails to comply with the terms of this agreement after being given written notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and

4.2.4 If the Customer allows anything to be done which in The Company's reasonable opinion may have the effect of jeopardising the operation of the wireless services, or The Company System; and

4.2.5 If in the reasonable opinion of The Company, the wireless service is being used in a manner prejudicial to the interest of the Customer and/or The Company; and

4.2.6 At its discretion The Company may suspend any device from making calls (other than to the emergency service) and disconnect the Device if The Company has reasonable cause to suspect fraudulent use of any payment method, the device's SIM card or the device itself, or the device is identified as having been stolen.

4.2.7 Because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network operator) or for the Customer's own security.

4.3 During any period of suspension arising from the circumstances detailed 4.2.1 to 4.2.7 inclusive, the Customer shall remain liable for all charges levied in accordance with this agreement.

4.4 If The Company agrees in their sole discretion to re-instate the Service following a suspension of disconnection, the Customer may be liable for a re-connection fee if the suspension or disconnection is due to the default of the Customer**.**

4.5 The Subscriber should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to the use of Services via the Mobile Phone/SIM Card and in addition the Subscriber must generally observe the Wireless Telegraphy Act of 1949 to 1967, the Telegraphy Act 1984, the other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications of the Secretary of State:

4.5.1 Not use or allow others to use the Service for any improper or immoral or unlawful or fraudulent purpose;

4.5.2 Not act or omit to act in any way in which may injure or damage any personal property or the Network (and any related third party) or howsoever cause the quality of the Service to be impaired.

4.5.3 Comply with any reasonable instructions issued by The Company which concern the Subscriber's use of the Service or Mobile Phone/SIM Card or connected matters.

4.5.4 Provide The Company with all such necessary information that The Company may reasonably require and;

4.5.5 Only use the Mobile Phone/SIM Card supplied under this Agreement, which is approved for use with the Network.

4.6 The Company's minimum call charge is as published by the Network at time of this Agreement.

4.7 All charges payable under this Agreement shall be calculated by reference to data recorded or logged by the Company and not by reference to data recorded or logged by the Customer.

4.8 The Company will only provide you with Services using approved equipment, SIM Cards and network resources provided by our Service Provider who procure elements from one or more Mobile Network Operators (MNO). Provision of Service and Equipment is governed by separate terms within this agreement. Services will be provided within our Service Provider or its MNO network area in the UK and by roaming onto other networks, but it's always possible that the quality or coverage may be affected at times.

5 Sales Order

5.1 At any time after the commencement date of the agreement, the Customer may by means of a sales order request a change or variation to the wireless services (but not a disconnection). In placing the sales order the Customer makes use of the agreement originally advised of.

5.2 All sales orders shall be subject to the terms of this agreement. Any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing sales orders shall be ineffective.

5.3 The Customer undertakes to use its reasonable endeavours to keep The Company informed whenever reasonably practicable of likely future sales orders.

5.4 The Company undertakes to use all reasonable endeavours to fulfil the sales order as soon as reasonably practicable and if possible by the requested dates for delivery/ commencement but cannot be held responsible for failure to do so.

5.5 As and from the date of any termination notice The Company shall have no obligation to fulfil any sales order, but may in its discretion choose to do so and for the avoidance of any doubt any device supplied under the terms of this agreement will be charged to the Customer at its full price as appears on the Price List without the benefit of any Device Subsidy.

6 Disconnection Of Devices

6.1 Upon giving of a disconnection notice The Company will disconnect the relevant device or devices from the wireless service in accordance with the Disconnection Notice upon the expiry date of 30 days from the date of receipt of the Disconnection Notice. The Agreement will remain in full force and effect in relation to all other equipment and in relation to the provisions of Airtime to such other equipment.

6.2 In the event that the Customer gives Disconnection Notice to take effect (and resulting in device disconnections) prior to the expiry of the Minimum Period (see 10.2) for the particular device concerned, the Customer will pay to The Company any applicable Termination Fee.

6.3 In the event of the Subscriber terminating the agreement before the term specified the following will apply:

6.3.1 The Company's standard line rental, until the end of the specified term, will be charged on each number within the fleet.

6.3.2 In early termination an administration fee will be charged subject to the discretion of The Company;

6.3.3 Any equipment supplied free of charge, rented or as part of the discount package will be the property of The Company and will be returned by the Customer or invoiced to the Customer at The Company's price list at time of early termination.

6.3.4 Any commission paid or line rental discount provided as part of a discount package may be subject to claw back.

6.4 In the event of the Network providing call data after the disconnection of the device the subscriber will be liable for all outstanding charges at any time after the disconnection date.

7 Basis Of Charges

7.1 Except in the circumstances described in clause 4.3 the process and tariffs payable by the Customer to The Company for equipment and airtime are as set out in the Business Mobile Airtime Agreement.

7.2 The Customer hereby agrees to pay the charges in full without any deduction or set off to The Company within 14 days following the date of the invoice for such charges.

7.3 The charges are exclusive of Value Added Tax.

7.4 The charges detailed on the Business Mobile Airtime Agreement are available subject to the Customer achieving the minimum holding within three months of the commencement date and maintaining the minimum holding for the duration of the service period.

7.5 Where the number of devices connected to the service falls below the minimum holding for a consecutive period of three months The Company reserve the right to amend the charges accordingly.

8 Billing Arrangements

8.1 Without prejudice to any other rights of The Company in the event of the Customer failing to pay any sums due to The Company on time or at all notwithstanding delivery of written reminder to the Customer The Company shall be entitled to:

8.1.1 Reclaim from the Customer all costs and expenses (including legal costs) incurred in the collection of overdue amounts from the Customer; and

8.1.2 Suspend the provision of the wireless service, the performance of Customer services and/or disconnect devices or equipment from wireless service; until such time that all payments due including all interests incurred has been paid and satisfied in full.

8.2 The Company reserves the right to review any credit applied to this Agreement.

8.3 The Company may require from the Customer a deposit as security for payment charges. The Customer may request the return of any deposit paid at the expiry of the 13 months period but the decision to return any deposit prior to termination of the agreement will be at the discretion of The Company. The Company reserves the right to set off any deposit against the charges. The Company may require the Customer to pay by Direct Debit. If the parties agree that payments by the Customer to The Company are to be made by credit card and if payment of charges are not made on the due date The Company is authorised to debit the Customer's nominated Credit Card Company with all charges due and payable to The Company.

8.4 The Company reserve the right to withhold or withdraw discount on any invoices that remain unpaid.

8.5 Payment Terms:

Payment for all Services will be as follows:

8.5.1 Direct Debit payment for airtime and subscription charges (line rental etc.) is compulsory,

8.5.2 Direct Debit payments will be collected within 14 days of the invoice date unless with agreed exception.

8.5.3 Charges for non-Direct Debit is £2.50 + VAT per handset per month until a Direct Debit form is fully completed and received by The Company or of the duration of the airtime Agreement.

8.5.4 Should the Direct Debit fail and it is deemed to be the Customer's responsibility, a charge of £2 + 2% of the invoices value will be charged

8.5.5 A 4% surcharge, based on the invoice value, is charged for any credit card payment

8.5.6 If the Subscriber fails to pay any part of the aforesaid charges within 30 days from the invoice date The Company reserves the right to charge interest at the rate of 2% above the base rate of Lloyds TSB Bank PLC from time to time calculated from the 30th day until the date payment is made.

8.5.7 Call charges are submitted monthly in arrears and subscription charges (including any applicable subscription charge for mobile extension) are submitted monthly in advance.

8.6 Other charges:

8.6.1 For the purchase of any hardware, or airtime there is a £5.00 minimum order charge.

8.6.2 A charge of £2.50 per invoice is chargeable if the Subscriber requests a copy invoice when the original has already been sent.

8.6.3 Carriage charges are also chargeable, please refer to the price list available on The Company's website or The Company Customer Services. Prices are subject to change.

9. Obligations Of the Customer

9.1 This Agreement shall commence on the date of the Connection of each number and shall continue thereafter unless terminated.

9.2 To give The Company not less than thirty (30) days written notice of termination after the Minimum Period.

9.3 Will undertake with The Company that throughout the Service period it will:

9.3.1 Not permit or suffer its employees to act or omit to act in any way, which may injure or damage any persons' property or in any way, which may cause the quality of the wireless service or any aspect of them to be suspended; and;

9.3.2 Not use or allow its employees to use the equipment or have access to the wireless service for any improper, immoral or unlawful purpose; and

9.3.3 Comply with all statutory requirements in relation to the use of the equipment and the Wireless service; and

9.3.4 Provide The Company with such information as The Company reasonably request in connection with this agreement; and

9.3.5 Not use the equipment and the wireless for any purpose other than that for which it was designed or intended, or for self provision of wireless telecommunications service; and

9.3.6 Notify The Company immediately (and to confirm in writing) on becoming aware that any equipment or device has been lost or stolen or that any person is making improper or illegal use of the equipment or the wireless services.

9.4 The Customer will be responsible for any charges incurred as a result of unauthorised use of any devices, or SIM Card, or the information contained within a SIM Card, until the Company have suspended the Service.

9.5 Not damage or tamper with the equipment so as to invalidate any warranty provided by the equipment manufacturer and to pay the standard charges levied by the Company from time to time applicable to repair work on equipment which is outside (in scope or time) the warranty provided by the manufacturer of the equipment; and

9.6 Not damage or tamper with any software so as to invalidate any warranty provided by the supplier of the same; and;

9.7 Use the equipment and any software in accordance with any user guide or other reasonable instructions of any manufacturer or supplier of the same or reasonable instruction of The Company and not to copy (save as permitted by law) reverse engineer or modify the software in any way.

9.8 The term of this Agreement shall also apply to any sales orders placed by any subsidiaries or group companies of the Customer (unless the parties agree in writing otherwise). The Customer agrees that it is the authorised agent of its subsidiary and group companies and will be liable to The Company for all claims, losses and expenses arising out of breach of the term of this Agreement by any subsidiary or group companies.

9.9 The Subscriber agrees that these terms and conditions shall govern this Agreement between The Company and the Subscriber to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties relating to the subject of the Agreement.

9.10 The Subscriber must promptly advise The Company of any change of address in writing and by recorded delivery. Any notice hereunder sent by The Company to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to The Company.

9.11 You must not use Services for illegal or improper purposes. Anyone under 18 is not permitted to access Age Restricted Services. You agree that we and our Service Provider, or its MNO, can process your organisation's information and users personal data, which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage an account for Services, to deliver products and services ordered by you, for security and emergency service support, for credit checking and fraud prevention, and for product analysis and direct marketing (subject to your preferences) as set out in privacy notice in terms of service.

9.12 Conditions Of Tariff;

9.7.1 The length of the Agreement term and the mobile number remain connected until expiry of the Agreement term.

9.7.2 That the Customer fulfils the full term of the contract. That the payment terms are strictly adhered to throughout the term of the contract.

10 Duration of Agreement

10.1 This Agreement shall commence on the day of each Connection and shall continue for the Initial Term and thereafter until the same is brought to an end by means of a Termination Notice.

10.2 Initial Terms; each mobile phone number connected shall have a Minimum Period the same length as the Initial Term as stated under this Agreement but in any event not less than thirteen (13) months.

11 Terminations

11.1 Termination Notice;

11.2 May be given by either party if the other party is in material breach, and the breach is capable of remedy and the party in breach shall have failed to remedy the breach within thirty - (30) days of written notice specifying the breach and require it's remedy, or the breach is not capable of remedy.

11.3 In addition Termination Notice may be given by The Company at any time on the grounds that:

11.3.1 The Customer has persistently failed to pay monies properly due to The Company under this Agreement; or

11.3.2 The Customer is otherwise materially or persistently in breach of the Agreement; or

11.3.3 Bankruptcy or insolvency proceedings are brought against the Customer, or if an agreement with creditors is made, or a receiver or administrator is appointed over any of the Customer's assets, or the Customer goes into liquidation; or

11.3.4 Airtime becomes unavailable due to the termination of any of The Company's agreement with the Network Operator(s).

11.4 Without prejudice to any other claims or remedies which The Company may have against the Subscriber, The Company may terminate this Agreement by giving notice to the Subscriber with immediate effect in any of the following circumstances:

11.4.1 If the Subscribers do or allow to be done anything which in The Company's opinion will or may have the effect of jeopardising the operation of the Services.

11.4.2 If the Subscriber provides false or misleading information.

11.5 Upon the termination of this Agreement The Company shall disconnect the Mobile Phone/SIM Card from the System. If The Company at their sole discretion agree to reconnect the Subscriber following such disconnection and such disconnection arises as a result of circumstances set out in Clauses 6.3, 6.3.1,6.3.2 and 6.3.3 the Subscriber shall be liable for a reconnection charge equal to the Connection charge or a minimum of thirty pound (£30) and this agreement shall be deemed to continue.

11.6 On termination of this Agreement The Company reserves the right to charge any applicable termination, administration or porting fee of up to £35.00 per number when the contract ceases and the numbers are moved to another Service Provider.

11.7 The Company reserves the right to add the reasonable costs incurred in receiving any outstanding debt due from the Subscriber.

12. Transfer of Liability & Assignment

12.1 The Company may at any time assign its rights under this Agreement to another Service Provider and may subcontract the performance of all or part of the same Agreement to another Service Provider.

12.2 The Subscriber cannot transfer their obligations to pay charges under this Agreement without The Company's express consent. Any proposed transfer should be notified to The Company in advance. If a new user or the Mobile Phone/SIM Card is accepted by The Company and enters into a new Agreement, satisfactory to The Company, then it is The Company's policy to release the existing Subscriber from liability for future charges.

12.3 The Company's acceptance of payment from another person other than the Subscriber does not imply that The Company has amended any of its rights or obligations of the Subscriber.

12.4 The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of The Company, such consent not to be unreasonably withheld or delayed.

13 Variations

13.1 The Company may vary all or any of its charges by publishing of such variations in its Tariff Sheets. Such variances to have immediate effect under this Agreement unless otherwise stipulated therein. The Company may vary the conditions of this Agreement to take account of new Legislation, statutory instrument, Government Regulations or Licenses or similar matters provided that the Subscriber is notified of any such variances in writing or by publishing such variation at The Company's principal place of business.

13.2 It is the policy of The Company to continually review the charges it makes and terms upon which it contracts with Customers in order to maintain a competitive advantage over the other providers of similar service and The Company accordingly reserves the right to vary its process and tariffs as set out in its price list and these terms from time to time in accordance with the policy.

14 Basis of Agreement

14.1 The Service Provider own the rights to each Subscriber Connection as detailed in this Agreement and have expressly allowed the Company to invoice the Subscriber on the Service Provider's behalf. The Service Provider reserves the right to assume responsibility for billing the Subscriber at the rates agreed by the Company when exercising its rights as detailed in the Agreement between the Company and the Service Provider or at the request of the relevant network provider.

14.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representation, proposal understanding and agreements whether written or oral relating to the matter of this Agreement.

14.4 The subscriber agrees that these terms and conditions shall govern this Agreement between The Company and the Subscriber to the exclusion of any other terms and conditions oral or written and all representations for communications between the parties relating to the subject of the Agreement.

14.3 There shall be no Agreement between The Company and the Subscriber unless and until the Subscriber and The Company complete and signs the Business Mobile Airtime Agreement. Provision of the Services does not constitute acceptance of the terms of this Agreement. Each and every Mobile Phone/SIM Card and ancillary Service connected by The Company to the Network shall be governed by the terms and conditions hereunder. This Agreement shall be deemed to commence on the date of each mobile phone connection.

14.4 The Subscriber must promptly advise The Company of any change of address in writing and by recorded delivery. Any notice hereunder sent by The Company to the Subscriber should deem the Subscriber to be served within 48 hours of posting to the last address notified in writing to The Company. This Agreement shall be governed by and constructed in accordance with English Law.

14.5 The entire Agreement between the Subscriber and The Company will commence only after appropriate credit checks are completed.

Horizon Agreement

"Agreement" means these terms that apply to the supply of Equipment and Services, any Supplemental Agreement and any amendments to these terms or the terms that apply to the supply of Additional Services agreed with the Customer.
"Agreement Term" means the number of years stated overleaf during which you agree to take the Horizon Service from the Company commencing on the Commencement Date for Users (new, migrated or upgraded) and Equipment. The Agreement Term will start at the Commencement Date where Services were last commenced for the Customer.
"Additional Services" means any additional services agreed to be supplied by the Company to the Customer from time to time (subject to the standard terms of service applicable to such supply). This shall include but not be limited to installation, field services, repair etc, as may be made available from time to time.
"Agreement Number" means any reference number allocated to the Customer by the Company for the purpose of placing Sales Orders.
"Charges" means the charges for Services (including but not limited to Rental and Traffic charges) to be paid by the Customer as set out overleaf for Services and Equipment payable to the Company by the Customer.
"Commencement Date" means the date upon which Services are initiated in the whole or in part. A part commencement may start at differently located sites.
"Customer" means the customer of the Company whose details and registered office appear overleaf and any group or subsidiary companies as the same are defined by section 736 of the Companies Act 1985. The customer is not defined as a consumer.
"Data" means Traffic, billing and associated or similar information.
"Director" means a person registered at Companies House as a Director of the Company.
"Disconnection Notice" means a notice to disconnect one or more Users, items of Equipment or Services.
"Equipment" means the things sold by the Company to the Customer under this Agreement and includes any Handsets, Equipment or similar, Software and documentation supplied under this Agreement.
"Horizon" means the provision of voice transmission services (or similar) using a combination of telecommunications Equipment, terrestrial data circuits, switched circuits and digital services by the Company to the Customer subject to the acceptance by the Company of the Customer's application for such service and Customer's acceptance and payment of the Company charges for such service.
"Network Operator" means the network operator(s) who operates the telecommunications network or networks from which services are procured by the Company for the benefit of the Customer.
"Number" means the telephone and IP numbers allocated to the Company by the Network Operator(s) and used by the Customer to access the Services.
"Rental Charges" means the recurring charges payable by the Customer, which form the basic cost of the Service before Charges for voice and data Traffic usage are added. The Company reserve the right to review and amend or terminate the agreement where customer usage during the agreement does not sustain the Rental Charges. The Company shall be the sole judge of sustainability.
"Sales Order" means a request by the Customer for Services, Equipment or Additional Services or a change or variation in respect of the same (but not a disconnection) which should be submitted in accordance with the Sales Order process and using the Sales Order request form or as may otherwise be made available to the Customer by the Company at the Customer's request.
"Services" means the provision by the Company to the Customer of Horizon users, Equipment and Additional Services which the Company may from time to time provide.
"Service Desk" means the Company Service Desk for customers.
"Software" means any software supplied by the Company, the Network Operator(s) or any supplier of Equipment under the terms of or in respect of this Agreement to the Customer which shall be on the terms of a non-exclusive, non-transferable licence and which software is to be used for the sole purpose of operating the Equipment in order to be able to obtain the Services and or any Additional Services.
"Supplemental Agreement" means the terms and conditions of the Additional Services relating to those elements the Customer choose or are eligible to take.
"The Company" means South West Communications Group Ltd of Communications House, Moor Lane, Sowton, Exeter, EX2 7JA
"Netview" on-line account management service means the service available to certain Company customers on specified terms and conditions via the Company web site to access, download, store and make use of online account information.
"System" means the assembly of hardware, connectivity and software configured for operational purposes of delivering Horizon and any Services to the Customer that includes but not limited to recording information relative to the provision of Services.
"Termination Fee" means the Charges for Users, Equipment, Services and Additional Services to the end of the Agreement Term for the number of Users disconnected.
"Termination Notice" means the notice to terminate this Agreement served or as may otherwise be made available to the Customer.
"Traffic" means the amount of voice and data using System.
"Users" means the number of access points to the Horizon System for the Customer. Each user shall have an identification Number.

1. Agreement Term for the Sale and Purchase of Equipment
1.1 The Company agrees and undertakes to sell and supply to the Customer the Equipment: and
1.1.1 subject to acceptance by the Company of a satisfactory Sales Order and subject to availability of stock, to arrange for any such Equipment to be delivered to the Customer.
1.2 The Company will use its reasonable endeavours to ensure that all Equipment when delivered is in full working order, and performs in accordance with the manufacturer's description and specification.
1.3 The Company guarantees each item of Equipment supplied to the Customer under this Agreement in accordance with manufacturer's warranty. The customer is referred to the manufacturer's warranty which does not extend to fair wear and tear. However, the Company does not guarantee that any Software supplied under this agreement will be error free, but the Company will correct errors within a reasonable time if they impair the performance of the Equipment. If the Customer reports a fault during any warranty period and the Company investigates such report fault and reasonably concludes that the fault is due to faulty design, manufacture or materials then the Company shall, at its own exclusive option, will either replace the faulty Equipment with a new or similar Equipment or repair the faulty Equipment provided always that:-
1.3.1 the Equipment, and software associated with the Equipment has been used always in strict accordance with the Company or the manufacturers/ suppliers instructions and advice; and
1.3.2 the fault is not due to damage (including lightning, electrical and accidental damage) or the actions or inaction of any party other than the Company and
1.4 the Company obligation to sell and supply Equipment shall cease as and from the date of any Termination Notice. (Although the Company may thereafter sell and supply Equipment at its discretion)
1.5 Acceptance of the Equipment by the Customer shall take place when the Customer takes delivery or possession of the Equipment.
1.6 Where Equipment is provided to the customer on a chargeable basis then notwithstanding delivery and acceptance of the Equipment title in the Equipment shall not pass to the Customer until the date upon which all invoices relating to the Equipment and associated Services have been paid in full to the Company.
1.7 Where Equipment is provided to the Customer on a free of charge or on a Rental basis, then notwithstanding delivery and acceptance of the Equipment title in the Equipment shall remain with the Company. Following any upgrade of the Equipment or disconnection of the Equipment from the Services the Company shall reserve the right to request the safe return of the Equipment from the Customer to the Company. The Customer shall keep the Equipment in good working order during the period of use by the Customer. The Company reserves the right to charge the Customer any applicable replacement or repair charges as set out from time to time for any Equipment that is not returned to the Company in accordance with the provisions of this clause.
1.8 Unless and until title in the Equipment has passed from the Company to the Customer, the Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or encumber the Equipment in any way.
1.9 Notwithstanding acceptance of equipment, the risk in the Equipment will pass to the Customer upon delivery. The Customer will be liable for any loss or damage of the same as and from the time when the Equipment is delivered to the delivery location specified in the Sales Order unless the damage is caused by the negligence of the Company. The Customer must have appropriate insurance in place.
1.10 The Company reserves the right to add to, substitute, or to discontinue any item of Equipment at any time. The Company does not guarantee the continuing availability of any particular item of Equipment and (as the Customer acknowledges) may be dependent upon third parties in this respect.
1.11 The Customer agrees to purchase and to accept delivery of the Equipment on the terms of this Agreement and undertakes to notify the Company as to any alleged fault, defect, shortage or discrepancy in any Equipment within 5 days of delivery.

2 Agreement Term for the Sale, Purchase and Notice for Horizon Services and any Additional Services.
2.1 On the acceptance by the Company of an application by the Customer for the Company Service The Company agrees and undertakes that it will use its reasonable endeavours to provide the Company Service on the following terms:
2.1.1 The Company will provide the Horizon Service on a date which it shall specify. If the Customer requests any change to its application for the Horizon Service then the Company may determine a new date for provision of the Horizon Service. All dates for provision of the Horizon Service are estimates only. The Company accepts no liability for failure to meet any estimated date for provision.
2.1.2 The period for provision of the Horizon Service shall be agreed by the Company, specified in the Customer's application for the Horizon Service and shall be in accordance with the tariffs, prices, and notes set out. Following the expiry of the Agreement Term for the provision of the Horizon Service, the Horizon Service shall continue for further subsequent fixed periods of one year unless and until the Customer shall give the Company at least one months written notice prior to the end of the subsequent annual period of its wish to terminate the Horizon Service in which case the Company shall cease to provide such Service at the end of that annual period. Written notice will only be accepted by registered post.
2.1.3 The Customer may by one month's written notice to the Company request termination of its Horizon Service. The Company shall agree to such request on payment to it of a sum representing the balance of the Charges for the Horizon Service for the remainder of any outstanding Agreement Term for provision of the Service.
2.1.4 The Customer agrees that any Equipment provided by the Company to it for the purpose of providing the Horizon Service shall remain the property of the Company and the Customer shall be responsible for its proper use. If any part of such Equipment is lost, destroyed or damaged (save for fair wear and tear) the Customer shall pay the Company its replacement value. The Customer shall not interfere with or permit any third party to interfere with such Equipment.
2.1.5 The Customer agrees that any Equipment of its own that it connects to any Equipment provided by the Company in connection with the Horizon Service shall meet relevant standards and licences applicable to such equipment or the Customer. If the Customer's equipment does not meet those standards or licences then the Customer must immediately disconnect such equipment or allow the Company to do so at the Customer's expense. The Customer's equipment must only be connected to the Company Equipment supplied in connection with the Horizon Service using connecting points approved by the Company.
2.1.6 The Customer agrees to accept all responsibility for the security implications and costs of connecting the Customer's own equipment and systems to those of the Horizon System both at the outset and for the duration of the Agreement.
2.1.7 If the Company engineers request access to the Customer's premises at any time or to any third party premises in order to provide the Horizon Service then the Customer will provide such access without cost.
2.1.8 The Company will have to place certain Equipment at the Customer's and/or at a third party's premises in order to be able to provide the Horizon Service. The Customer agrees to provide a suitable place and conditions for such equipment (including electricity supply and connection points) at its own expense at it's or third party's premises.
2.1.9 The Company shall operate a fault repair service in respect of the Horizon Service. The customer should report any fault in the Horizon Service to the Service Desk. Details of the fault repair service are available from the Service Desk. A Parts Only, Bronze Service Agreement shall apply as standard unless otherwise stated in the Sales Order.
2.2 The Company agrees and undertakes that it will as and from the Commencement Date and continuing throughout the Agreement to use it's reasonable endeavours to:
2.2.1 procure from Network Operators on a 24 hour per day 365 days per year basis; and
2.2.2 procure from the Network Operator Numbers for use by the Customer with Equipment; and
2.2.3 connect and activate Service and to allocate Numbers appropriately to each customer; and
2.2.4 provide any Additional Services requested by the Customer; and
2.2.5 subject to the Customer agreeing to the terms applicable to the supply of Additional Services and subject to their availability to the Customer, provide those services.
2.3 The Company reserves the right to add to, substitute, or to discontinue any Additional Services at any time. The Company does not guarantee the continuing availability of any particular Additional Service and (as the Customer acknowledges) may be dependant upon third parties in this respect.
2.4 The Customer agrees to purchase Services from the Company on the terms of this Agreement and any Supplemental Agreement for other Additional Services.
2.5 Copyright in the Netview on line account management web site belongs to the Company. The Company copyright must remain on all reproductions of material from this web site. The Customer may access, download, store and make use of only their own online account information and shall agree to any special terms and conditions that apply to the provision of such online account information.

3. Service Standards
3.1 The Customer is entitled to the same quality of Service as is generally provided by the Company on a non-discriminatory basis to its customers.
3.2 The Company warrants that it will perform its obligations in this Agreement with the reasonable skill and care of a competent telecommunications service provider and warrants that:
3.2.1 the Services will substantially conform in all material aspects to the description of the same; and
3.2.2 it will maintain accurate records of billing Data so as to ensure accurate billing; and
3.2.3 it will operate a Category Bronze standard Service Desk during normal working hours.
3.3 The Customer acknowledges that the Company is entirely dependent upon its suppliers, the Network Operator and the Customers own Systems in relation to:
3.3.1 the quality of service, in terms of availability, latency, continuity, clarity, conversational sequence and call jitter or interference; and
3.3.2 the availability of emergency service calls. The customer must ensure additional and independent provision for contacting the emergency services.
3.4 The Company may, where reasonable, from time to time and without notice suspend Services and provision of customer services and at it's discretion suspend the provision of Services in any of the following circumstances without prejudice to its rights hereunder, provided that it shall use reasonable endeavours to restore the Services and reconnect as soon as reasonable practical:
3.4.1 during any technical failure, modification or maintenance of the Systems by which the Services are provided; and
3.4.2 during any technical failure, modification or maintenance of the by which the customer services are provided; and
3.4.3 if the customer fails to comply with the terms of this Agreement after being given notice of its failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and
3.4.4 if the Customer allows anything to be done which in the Company's reasonable opinion may have the effect of jeopardising the operation of Services, or the Company System and
3.4.5 if in the reasonable opinion of the Company, the Services are being used in a manner prejudicial to the interest of the Customer and/or the Company; and
3.4.6 at its discretion suspend any User or Equipment from making calls and disconnect the Equipment and Services if the Company has reasonable cause to suspect fraudulent or unethical use of any Service.
3.4.7 because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network Operator) including withdrawal or denial of any licences or for the Customer's own security.
3.5 During any period of suspension arising from the circumstances detailed the Customer shall remain liable for all Charges levied in accordance with this agreement.
3.6 If the Company in their sole discretion re-instate the Service following a suspension or disconnection, the Customer may be liable for a reconnection fee if the suspension or disconnection is due to the default of the Customer.

4. Sales Orders
4.1 At any time after the Commencement Date the Customer may by means of a Sales Order request a change or a variation to the Services (but not a disconnection). In placing a Sales Order the Customer shall make use of any Agreement Number allocated to it.
4.2 All Sales Orders shall be subject only to the terms of this Agreement. Any alternative terms appearing on or referred to in any other communication, (whether oral, in writing or by electronic means) by the Customer for the purpose of placing Sales Orders shall be ineffective.
4.3 The Company undertakes to use all reasonable endeavours to fulfil any Sales Order as soon as reasonably practicable and if possible by the requested dates for delivery/commencement.
4.4 The Customer undertakes to use its reasonable endeavours to keep the Company informed whenever reasonably practicable of likely future Sales Orders.
4.5 As and from the date of any Termination Notice the Company shall have no obligation to fulfil any Sales Orders, but may in its discretion choose to do so and for the avoidance of any doubt any Equipment or Service supplied under the terms of this Agreement will be charged to the Customer at its full price and the Customer agrees to pay these charges.

5. Disconnection
5.1 A Disconnection Notice may be given by the Customer in respect of items of Equipment, Users or Service at any time.
5.2 Upon giving of a Disconnection Notice the Company will disconnect the relevant Users, Equipment and Services in accordance with the Disconnection Notice. The Agreement will remain in full force and effect in relation to all other Equipment and in relation to the provision of Services to such other equipment.
5.3 In the event that the Customer gives a Disconnection Notice to take effect (and resulting in disconnection's) prior to the expiry of the Agreement Term for the particular Services concerned, the Customer will pay to the Company any applicable Termination Fee.

6. Basis of Charges

6.1 Except in the circumstances described at clause 4.5 the prices and tariffs payable by the Customer to the Company for Equipment and Services are as set out overleaf or by further quotation or similar and for the Additional Services the prices and charges are set out in a quotation or similar.

6.2 The Customer hereby agrees to pay the charges in full without any deduction or set off to the Company within 14 days following the date of invoice for such charges.

6.3 The Company shall only be required to give as much notice as is reasonably practicable of changes to its Service, Charges or terms with customers where such changes arise as a consequence of variations or changes imposed by third party manufacturers or suppliers or by the Network Operator, or due to variations in the rate of Value Added Tax or variations in the technical specifications of Services.

6.4 The Charges are exclusive of Value Added Tax.

6.5 The Charges total detailed overleaf is the minimum monthly value of the Agreement and is accepted by the Customer as being payable in full within six months of the first Commencement Date and maintained for the duration of the Agreement regardless provision status for providing the Service or Equipment.

6.6 The number of Users determined and charged under the Agreement shall not be less than the number agreed at the outset of the Agreement.

6.7 The number of Users may be decreased by a maximum of 5% as a proportion of the Users determined at the outset of the Agreement. Where 5% is less than a whole User then any part User shall be rounded up to a full User. Any change to this condition may only be agreed in writing by a Director and may affect the Charges per User.

6.8 The number of Users subject to the Agreement shall not be changed where less than 50% of the Agreement Term remains outstanding. Any change to this condition may only be agreed in writing by a Director.

7. **Billing Arrangements**

7.1 The Company shall following the end of each calendar month on the date specified from time to time, submit to the Customer one or more invoice(s) which shall set out charges for Services and provide other relevant charges.

7.2 All Charges shall be based upon Data and information recorded or logged by the Company.

7.3 Without prejudice to any other rights of the Company, in the event of the Customer failing to pay any sums due to the Company on time or at all notwithstanding delivery of a written reminder to the Customer the Company shall be entitled to:-

7.3.1 Charge interest (both before and after any judgement) on amounts overdue from the Customer under this Agreement from the due date until the payment is actually made at the rate of 2% per annum over the base rate of Lloyd TSB Bank plc for the time being during the relevant period; and

7.3.2 Reclaim from the Customer all costs and expenses (including legal costs) incurred in the collection of overdue amounts from the Customer; and

7.3.3 Suspend the provision of the Services, the performance of the customer services and/or disconnect Users or Equipment from the Services; until such time as all payments due including all interest accrued has been paid and satisfied in full.

7.4 The Company reserves the right to review any credit applied to this Agreement. The Company may require from the Customer a deposit as security for payment of charges. The customer may request the return of any deposit paid at the expiry of any 12 month period but the decision to return any deposit prior to termination of the Agreement will be at the discretion of the Company. The Company reserves the right to set off any deposit against the charges. The Company will require the Customer to pay by Direct Debit.

8. **Obligations of the Customer**

8.1 The Customer undertakes with the Company that throughout the term of the Agreement it will:-

8.1.1 not permit or suffer its employees to act or omit to act in any way which may injure or damage any persons' property or in any way which may cause the quality of the Services or any aspect of them to be suspended; and

8.1.2 not use or allow its employees to use the equipment or have access to the Services for any improper, immoral or unlawful purpose; and

8.1.3 comply with all statutory requirements in relation to the use of the Equipment and the Services; and

8.1.4 provide the Company with such information as the Company reasonably request in connection with this Agreement and

8.1.5 not use the Equipment and the Services for any purpose other than that for which it was designed or intended, or for self provision of telecommunication services; and

8.1.6 notify the Company immediately (and to confirm in writing) on becoming aware that any Equipment has been lost or stolen or that any person is making improper or illegal use of the Equipment or the Services. The Customer will be responsible for any charges incurred as a result of unauthorised use of any Equipment or Service until the Company have suspended the Service; and

8.1.7 not damage or tamper with the Equipment so as to invalidate any warranty provided by the Equipment manufacturer and to pay the standard charges levied by the Company from time to time applicable to repair work on Equipment which is outside (in scope or time) the warranty provided by the manufacturer of the Equipment; and

8.1.8 not damage or tamper with any Software so as to invalidate any warranty provided by the supplier of the same; and

8.1.9 to take all necessary steps to ensure the security of the customer's own Systems is not compromised the implementation and use of the Company Horizon Service, Users and Equipment; and

8.2 In the event that Equipment or Software is damaged, destroyed, lost or stolen then the Customer agrees to pay the applicable replacement or repair charges as set out from time to time and shall be liable to the Company in respect of any charges losses or expenses associated with such damage, destruction, loss or theft.

8.3 In the event that the Customer is subject to a claim in respect of any alleged infringement of any trademark, patent, registered design or copyright arising from its normal use or possession of Equipment or Software then the Company will indemnify the Customer in relation to such claim provided that the Customer promptly notifies the Company of such a claim, makes no admission in respect of such claim, allows the Company to conduct all negotiations and proceedings (providing the Company with all reasonable assistance) and allows the Company at the Company's own discretion and expense to modify or replace the Equipment or Software so as to avoid any continuing infringement. This indemnity does not apply to any infringements caused by the Customers own breach of the terms of this Agreement or the operation or use of the Equipment or Software in conjunction with other equipment and software not supplied by the Company pursuant to the Agreement in which event the Customer shall indemnify the Company in respect of any claims, proceedings and expenses arising from any such infringement by the Customer.

8.4 The terms of this Agreement shall also apply to any Sales Orders placed by any subsidiaries or group companies of the Customer (unless the parties agree in writing otherwise). The Customer agrees that it is the authorised agent of its subsidiary and group companies and will be liable to the Company for all claims, losses and expenses arising out of the breach of the terms of this Agreement by any subsidiary or group companies.The Customer agrees to sign any agreement reasonably required by the owner of the copyright in the Software, including where appropriate any end-user licence agreement necessary to protect the owner's interest in the Software. The Customer will not accrue any intellectual or similar property rights under this agreement.

8.5 Unless agreed in writing by a Director of the Company, the customer agrees not to use the Horizon System without paying all Charges in full. Use of the Horizon System denotes acceptance as being fit for purpose.

9 **Duration and Termination**

9.1 The whole of this Agreement shall commence on the last Commencement Date and shall continue for the Agreement Term until the same is brought to an end by means of a Termination Notice.

9.2 A Termination Notice may be given by either party if the other party is in material breach, and the breach is capable of remedy and the party in breach shall have failed to remedy the breach within thirty (30) days of written notice specifying the breach and requiring its remedy, or the breach is not capable of remedy

9.3 In addition a Termination Notice may be given by the Company at any time on the grounds that:

9.3.1 The Customer has failed to pay monies properly due to the Company under this Agreement: or

9.3.2 The Customer is otherwise materially or persistently in breach of the Agreement; or

9.3.3 Bankruptcy or insolvency proceedings are brought against the Customer, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the Customer's assets, or the Customer goes into Liquidation: or

9.3.4 Service becomes unavailable due to the termination of any of the Company agreements with the Network Operator(s).

9.4 A Termination Notice may be given to the Company at any time by the Customer if the Company increases its prices or tariffs in respect of Services or Equipment from the charges set out overleaf to the Customer's material disadvantage or substantially varies these terms to the Customer's material disadvantage OTHER than where such increases in prices or tariffs or change to these terms arises as a consequence of a change or variation in prices, tariffs, terms or otherwise made or requested by the Network Operators, regulatory authority and/or third party manufacturers or suppliers and/or due to a variation in the rate of Value Added Tax.

9.5 Upon the giving of a Termination Notice by the Company to the Customer this Agreement will come to an end 7 days thereafter, and upon the giving of a Termination Notice by the Customer to the Company this Agreement will come to an end 30 days thereafter.

9.6 Upon the expiry of any Termination Notice or otherwise upon the determination of the Agreement the Company will disconnect all Equipment and Services and the Customer will pay to the Company any applicable Termination Fee.

10. Confidentiality

10.1 The parties will each keep confidential any proprietary information and/or any information obtained from the other in connection with the Agreement (including for the avoidance of doubt details of the Customer's employees) which is reasonably identified by either party as commercially confidential or which is obviously confidential in nature and neither will divulge the same to any third party except such of its employees contractors and agents as may need to know the same for the purposes of the implementation of this Agreement and who agree to be bound by the provisions of this clause without the consent in writing of the other.

10.2 The obligation aforesaid shall not apply to any material or information which is in the public domain (other than as a result of a breach of the Agreement); already known to the receiving party: lawfully received from a third party and/or ordered to be disclosed by any court or other tribunal or regulatory authority of competent jurisdiction.

11 Limitation of Liability

11.1 Neither party shall be liable to the other in respect of any matter arising out of or in connection with this Agreement in contract or tort or otherwise for any loss (whether direct or indirect) to profit, business, revenue, anticipated savings, goodwill, or any loss or corruption of data, or any indirect or consequential loss (including but not limited to business continuity costs of alternative Services) or damage whatsoever.

11.2 The Company aggregate liability of any sort resulting from the Company negligence or otherwise arising in connection with this Agreement shall be limited to 100% of one month's rental charges per User affected for any one event or series of related events or a maximum twelve month's charges per User affected in total for all incidents throughout this agreement.

11.3 Nothing in this Agreement shall exclude or restrict the liability of either party for fraud, death or personal injury resulting from the negligence of the party concerned or of its employees acting in the course of their employment.

11.4 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

11.5 The Company does not accept liability for the acts or omissions of other providers or telecommunication services.

12 Matters Beyond the Parties Reasonable Control

12.1 Neither party to this Agreement shall be deemed in default or liable to the other party for any matter whatsoever for any delays in performance or from failure to perform or comply with the terms of this Agreement due to any cause beyond that party's reasonable control including, without limitation, acts of God, acts of Government or other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that party), strikes and other industrial disputes (in each case, whether or not relating to that party's workforce), inability or delay in obtaining supplies of Equipment or in the availability of Services due to the act of a third party

13 Assignment

13.1 The Customer shall not assign or transfer the benefit of this Agreement to any third party without the prior written consent of the Company.

13.2 The Company may assign or transfer the benefit of the Agreement to any third party and may subcontract the performance of all or part of the same at any time.

13.3 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

14 Entire Agreement

If any provision of this agreement is held by the judiciary to be invalid or unenforceable in whole or in part, the validity of the other provisions in this agreement and the remainder of the provisions in question shall not be affected.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representation, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement. This agreement is governed by the laws of England & Wales.